

MEMORANDUM

ED&HS

AGENDA ITEM NO. 4 (A)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 11, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Lease Agreement for
Hometown Station Office
Building Located at the
South Miami Metrorail
Station for MDHA

The attached Lease Agreement has been prepared by General Services Administration on behalf of the Miami-Dade Housing Agency (MDHA).

RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving a Lease Agreement (the "Agreement") between Miami-Dade County (the "County") and Hometown Station, Ltd., a Florida Limited Partnership, ("HTS") for administrative office space in a proposed office building at the South Miami Metrorail Station. The Resolution also delegates to the County Manager the authority to finalize the terms of the Agreement after consultation with the County Attorney in a manner which is consistent with terms described in this memorandum, authorizes the County Manager to execute the Agreement subject to, among other things, its approval by the Federal Transit Administration, and authorizes the County Manager to exercise provisions contained therein.

PROPERTY: Southeast side of South Miami Metrorail garage and the ground floor along 59th Avenue

DEVELOPER: Hometown Station, Ltd

COMPANY PRINCIPALS: General Partners: Permanentia Inc.
Raul Masvidal, 33.33%
Ottis Pitts, 33.33%
Jesus Fernandez, 33.33%

PROPOSED DEVELOPMENT TEAM Land Owner: Miami-Dade County / Miami-Dade Transit
Land Lessee: Hometown Station, Ltd

Architect: Perkins & Will

Gen.Contractor: Delant Construction Company

USE: 156,934 square feet of office space for the Miami-Dade Housing Agency (MDHA)

TERM: Twenty-five (25) years, with two five (5)-year options to renew

The project consists of approximately 156,934 square feet of office space, not including 4,000 square feet of retail space, and 330 space parking spaces as part of the existing Metrorail parking garage (at market rent).

The Minimum Rent payable annually from the County (MDHA) to the Developer is \$3,883,178.77.

The Minimum Rent payable annually from the Developer to MDT is \$125,000.

JUSTIFICATION

On September 28, 1981, the Board of County Commissioners (Board) passed Resolution R-1443A-81 establishing a Joint Use Policy for the Metrorail to encourage and promote private development in conjunction with the Rapid Transit System. In keeping with this recommendation, on November 12, 1998, the Miami Dade Transit Agency (MDTA) issued a Request for Proposals (RFP) No. 000078 entitled Joint Development at Metrorail Stations, which requested proposals for the development at nine Metrorail stations, including South Miami.

In July 2001, the Board of County Commissioners authorized MDHA to negotiate a lease agreement for an office building at the Santa Clara Metrorail site. These negotiations have ended amicably for two reasons. First, relocating electric lines affected site planning, making it more difficult and costly to construct an office building; this property is better suited for additional residential development consistent with the rest of the site. Second, a parking garage would have to be built on the site to accommodate employees and visitors, adding substantially to the cost of the building. The South Miami site already has a parking garage that can accommodate employees and visitors.

With the building at South Miami, MDHA will consolidate a number of its administrative, support and direct service functions in one location, and it allow MDHA to improve certain critical functions affected by existing space constraints. In addition, a number of existing offices, specifically at the central location (NW 7th Street and 14th Avenue) and the application and leasing center, can be converted back to public housing. Currently, MDHA leases over 60,000 square feet of space in two separate buildings at a cost over \$1 million per year. MDHA's administrative and support functions are located in seven different buildings at two different geographic locations. Four direct service functions (affordable housing, private rental housing, development and applicant and leasing center) are also in five separate buildings in three different locations. Additionally, the lack of parking and mass transit accessibility continue to be problems for services at all locations; these problems would be alleviated by locating in the South Miami building.

The table below summarizes current space and square footage used by MDHA.

MDHA Office Space

Location	Square Feet
Central Office	13,033
Robert King High (Compliance)	2,774
Building A: Budget/Quality Assurance/Storage	3,402
Building B: Communications/Purchasing	3,402
Building C: Facilities	3,402
Building D: Human Resources	3,402
Building E: Facilities	3,402
Building F: Resident Services	3,402
Building G: Police	3,402
Don Gardens (Applicant and Leasing)	3,434
Development	3,100
Harry Cain (Mobility pool)	1,560
Applicant and Leasing	5,340
Private Rental Housing*	33,500
Loan Administration/Accounting*	28,617
* Leased space	Total 115,172

A new office building at the South Miami Metrorail Station site would enable MDHA to consolidate certain direct service functions, improve internal operating efficiency, provide more parking for customers, and enable customers to use Metrorail as a transportation alternative. Of course, it inevitably would increase the use of the South Miami Metrorail Station for MDTA as well with both employees and clients riding the system. Additionally, by locating at a Metrorail site, MDHA will have access to the county's fiber optic backbone, enhancing its information technology capabilities.

The new building will have approximately 36 percent more space. This additional space will allow for a much improved customer service function with one walk-in processing center and a more comfortable and efficient waiting area intended to be primarily on the first floor of the new building. This means that customers for Section 8, public housing, applicant and leasing center, loans, and other programs will be in the same place. This will allow for a centralized customer service staff and call answering service. It will be far easier to maintain quality control over these functions in one location as opposed to the multiple locations currently serving these customers. The additional space is also important to relieve severe overcrowding in several buildings, to provide work space more conducive to current activities (as opposed to converted housing); and to allow for more effective meeting and training rooms.

Locating these direct and support services at this location will also reduce duplication in computer support services, increase the speed and quality of computer operations with fiber and integrated direct wiring, and allow for a better internal phone system. It is anticipated that in the new location support service staff can be reduced. The extent of such changes will be determined as part of space and operational planning over the next year. There are sufficient vacancies that any staffing reductions can be accomplished through attrition.

As previously mentioned, a number of MDHA offices have been converted from public housing. The new office will allow MDHA to convert these back to housing. For example, Robert King High and Buildings A through F at the central office location were formerly housing for the elderly. Plans will be developed to convert these spaces back to public housing for the elderly in some manner. In fact, Buildings A through F require extensive retrofit to continue as offices. Moving to the new building will avoid this expense, and better use can be made for these properties. The Applicant and Leasing Center and Don Gardens will also be available for conversion back to public housing.

On June 3, 2003, the Miami-Dade Board of County Commissioners will consider a Resolution [Agenda Item No. 7(G)(1)(C)], approved by the Economic Development and Human Services Committee on May 14, 2003, which allows the Miami-Dade Housing Agency "to receive and expend funds resulting from the sale of Miami-Dade County's mortgage loan portfolio of multifamily developments." From these funds, MDHA will provide a capital contribution in the amount of \$5 million in accordance with the terms of the attached Lease Agreement. The entire amount will be funded at the beginning of construction and will be treated by the construction and permanent lenders to this project as equity. Any cost overruns will be the responsibility of HTS and provision has been made in both the Rent and Option to Purchase Articles for the return of the capital plus interest at the rate of six percent (6.0%) per year.


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Finally, while this resolution approves the lease for this facility, there is a clause in the lease that allows for purchase of this building at some point after completion. MDHA would like to purchase the building and is looking at several options. These options are available under the terms of the lease. The purchase options (not necessarily listed in priority order) are: one, to fund the purchase as part of a general obligation bond offered by the County at some time in the future; two, to issue revenue bonds backed by the Department of Housing and Urban Development (HUD) through its annual capital grant to MDHA and through the Surtax program; three, to join with another entity to issue bonds for the purchase of the building with MDHA as the tenant. All three options would require additional approval by the Board and the Mayor. Option 1 also would require approval by the voters, assuming the Board included this project as part of a future general obligation bond. In addition, the County through MDHA may consider paying cash for some of the work to reduce the future purchase price. This option would also require Board approve. At this time, these options do not affect the lease agreement. The agreement as presented stands on its own.

SUMMARY OF LEASE TERMS

The Lease Agreement incorporates the specific lease terms for approximately 156, 421 square feet of administrative space within a proposed 160,421 square foot office building and includes the terms of a purchase option by the County for the entire building. The lease does not include the 4,000 square feet of commercial space planned for the building. The Agreement is subject to formal review by the Federal Transit Administration and the Florida Department of Transportation. It is anticipated that if all conditions precedent are met by HTS and the terms of the Ground Lease are complied with, the County could occupy the facility no later than July 2006.

The Lease Agreement calls for a twenty-five year term with two additional five-year options to renew. The per square foot, full service rent at the commencement of the lease is \$24.11. The rent is divided into two components: (i) operating rent includes \$9.29 per rentable square foot to be adjusted annually in accordance with the actual audited expenses submitted by HTS subject to the County's annual review and approval (with the exclusion of property taxes and insurance costs, actual expenses cannot exceed 10% over any consecutive two-year period), and (ii) base rent of \$14.82 per rentable square foot primarily for debt service and any residual revenue subject to an annual adjustment of two percent in each of the first through the tenth years of the lease and one percent per year in each of the eleventh through the twenty-fifth years of the lease. HTS is responsible for all utilities except telecommunications service.



At the per square foot rental rate of \$24.11, the annual rental in the first year is projected to be approximately \$8,783,678.74. The County's space will be delivered "turnkey" with the County having to provide its own furniture, fixtures and equipment. The Landlord is providing the County with an additional allowance of \$9.00 per rentable square foot towards items not included in the base building and which will become part of the building after their installation (ex. emergency generators, computer wiring, kitchen area fixtures and equipment, etc.). The agreement provides for clearly defined maintenance and security services as well as 24-hour access to the facility by County staff including holidays and times of declared emergencies. In the event HTS fails to maintain the facility, the County has the right to offset the cost of doing so itself against the rent.

Parking requirements for this proposed facility will be met by at the existing parking garage with 330 spaces being dedicated to MDHA at market rent.

The County holds a purchase option that can be exercised at any time after commencement of the lease through the tenth year of the term. (The option price is calculated by dividing the net operating income of the building for the twelve month period immediately preceding the County's notice to the Landlord exercising its option rights divided by the capitalization rate of eight and one-half percent in the first through the fifth years of the lease term and nine percent in the sixth through the tenth years of the lease term plus appropriate closing costs) and, if required, a mortgage prepayment penalty not to exceed \$2,810,262.72. The lease also provides that the HTS offer the County an opportunity to purchase the building before permanent financing is placed on the project. This would allow the County to purchase the facility with no mortgage prepayment penalty.

Also, during the first ten years of the term, the County has a one-time exclusive Right of First Refusal to purchase the building at the same purchase price, and other financial and material terms and conditions, and which must be exercised within ninety days of receiving from the Landlord a certified copy of a bona fide, arms length, third party Offer to Purchase. If the County does not exercise its Right of First Refusal, it loses any future Right of First Refusal. If the County exercises its Right of First Refusal, it has an additional forty-five days in which to close the purchase.

It should be noted that the Lease may be terminated by the County prior to delivery of possession if the Premises has not been delivered to the County within 36 months following the Platting Date, except for matters of force majeure.

This Resolution delegates the authority to the County Manager to finalize the Lease Agreement after consultation with the County Attorney in a manner which is consistent with terms described in this memorandum, to negotiate and finalize requirements of a creditor, bondholder trustee, or mortgagee and any requirements of federal or state agencies in the Agreement, and to exercise provisions contained therein. Any substantive changes which deviate from the agreed upon business terms would be brought back before the Board for its consideration.

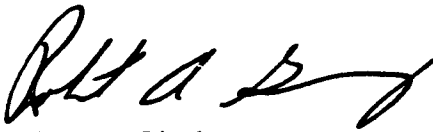


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE SOUTH MIAMI METRORAIL STATION, MIAMI WITH HOMETOWN STATION, LTD., FOR PREMISES TO BE UTILIZED BY THE COUNTY FOR ADMINISTRATIVE OFFICES, UPON PROPER EXECUTION BY OVERTOWN PARTNERSHIP LIMITED; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and Hometown Station, Ltd., for premises to be utilized by the County for administrative offices, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County, upon proper execution by Hometown Station, Ltd.; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner

, who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. B.I.

By: _____
Deputy Clerk

HOMETOWN STATION

LEASE AGREEMENT

between

HOMETOWN STATION, LTD.
Landlord

and

MIAMI-DADE COUNTY
Tenant

HOMETOWN STATION

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**" or this "**Lease Agreement**") is made as of the date it is executed by the last to sign of Landlord or Tenant (the "**Effective Date**"), by and between **HOMETOWN STATION, LTD.**, a Florida limited partnership, hereinafter called the "**Landlord**," and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**Tenant**."

WITNESSETH:

Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as defined below) described as follows:

TO HAVE AND TO HOLD unto the said Tenant for a term of twenty-five (25) years, commencing upon the Commencement Date described in Section 1.2 and expiring on the Expiration Date described in Section 1.2. The Commencement Date and Expiration Date are subject to adjustment pursuant to Section 1.2 below. Tenant agrees to pay Landlord the Rent described herein, in monthly installments, in advance on the first day of every month at the address set forth in Section 17.1 below, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE 1 PREMISES AND OTHER TERMS

1.1 Definition of Premises and Terms Describing Premises.

(a) The term "**Premises**" shall mean that portion of the Building located on the floors of the Building, as well as those areas of ground floor store front located along 59th Ave., specified in the Lease Summary attached hereto as Schedule 1 and made a part hereof by this reference. Upon any expansion of the Premises pursuant to the terms of this Lease or other agreement of the parties, the term Premises shall be deemed to apply to such space as adjusted by such expansion. The Premises are more particularly shown and outlined on the space plans ("**Floor Plans**") attached hereto as Exhibit "A" and made a part hereof, and are located in that portion of the Building shown on Exhibit "B," attached hereto and by this reference incorporated herein. The actual Rentable Area for the Premises, the Building, or both, may vary; provided, however, that the Rentable Area and Useable Area shall only be adjusted downward if expressly permitted pursuant to the terms of this Lease.

(b) The term "**Building**" shall mean a proposed office building and ground floor store front of approximately 156,934 square feet of Rentable Area as hereinafter defined to be located adjacent to the southeast side of the South Miami Metrorail Station Parking Garage, South Miami, Florida, and which shall be located on the Land.

(c) The **"Property"** shall mean the Building as defined in Sections 1.1(b) above.

(d) The **"Land"** shall mean the land upon which the Building is located, more particularly described on Exhibit "C", attached hereto and by this reference incorporated herein.

(e) The term **"Garage"** shall mean the existing 674 car triangular parking garage located on the Land.

(f) The Premises shall include the appurtenant right to use, in common with others and subject to such rules and regulations established by Landlord from time to time (including the Rules and Regulations attached hereto as Exhibit "E"), public lobbies, entrances, stairs, corridors, elevators, and other public portions of the Building. All the windows and outside walls of the Premises, and any space in the Premises used for shafts, pipes, conduits, ducts, telephone ducts and equipment, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance, inspection, display and repairs are hereby reserved to Landlord. No easement for light, air or view is granted or implied hereunder, and the reduction or elimination of Tenant's light, air or view will not affect this Lease.

1.2 Term of Lease. The term of this Lease (the **"Term"**) shall commence (the **"Commencement Date"**) upon the later of (i) Substantial Completion of the Base Improvements as described in Article 17 of the Lease, and (ii) the date that Landlord delivers the Premises to Tenant to commence the Tenant Work (**"Tenant Ready"**). The Term shall end at midnight on the last day of the three-hundredth (300th) complete month following the Commencement Date, unless sooner terminated as herein provided and subject to extension pursuant to Article 18 of the Lease (the **"Expiration Date"**). Even though this Lease is subject to Tenant Approval as described in Section 24.1(a), this Lease shall be effective and enforceable upon its execution and delivery.

1.3 Lease Year. **"Lease Year"** as used herein shall mean (i) each and every twelve (12) month period during the Term of this Lease, or (ii) in the event of Lease expiration or termination, the period between the last twelve (12) month period and said expiration or termination. The first such twelve (12) month period shall commence on the Commencement Date.

1.4 Area of Premises of Building Rentable Area and Useable Area. In defining the area of the Premises and the Building:

(a) The **"Rentable Area"** and the **"Useable Area"** of the Premises and the Building for all purposes of this Lease shall be the quantities of square footage designated in the Lease Summary, subject to Section 1.4(b), below.

(b) The Rentable Area and Useable Area of the Building and the Premises shall be computed by Landlord's architect at Substantial Completion in accordance with the 1996 Standard Method of Floor Measurement for Office Buildings as published by the Building Owners and Managers Association International (BOMA). It is agreed that the measurement shall be for a single tenant building less the gross square footage of the restaurant space on the ground floor. If Tenant disagrees with Landlord's determination of the Rentable Area of the

Premises or the Building, Tenant shall have the right, within thirty (30) days after Tenant receives Landlord's measurement to obtain a good faith determination of the measurement in question by an architect of Tenant's choosing. If the determination of the measurement in question by the architects of the respective parties differ, the architects shall each be provided with a copy of the determination of the other parties' architect. The two architects shall meet within 10 days after receipt of each other's determinations and, within 20 days thereafter, proceed in good faith to resolve their differences and deliver to the parties a written determination satisfactory to both architects. If they cannot resolve their differences and/or fail to deliver a written determination satisfactory to both architects within said period, then within 14 days thereafter, both architects shall agree to select a third architect. Such third architect shall have 30 days from the date he/she is selected to make such independent measurements and investigation as it deems necessary and reasonable and to deliver to the parties a written determination. The determination of such third party architect will be final, binding and non-appealable. Each party shall bear the costs of fees of its architect and both parties shall share equally in the costs of the third architect. During the period prior to the determination of the Rentable Area of the Building and the Premises, Tenant shall pay Rent based on the square footage set forth in the Lease Summary. Upon final determination of the Rentable Area of the Building and the Premises Landlord shall credit Tenant's account for any excess amounts previously paid or Tenant shall promptly pay Landlord the amount of any underpayment.

(c) Landlord and Tenant each understand and agree that this Lease is being entered into prior to construction of the Building. Accordingly, Landlord and Tenant each understand and agree that the exact size of the Building, including, without limitation, the Rentable Area of the Building and the respective floors of the Building, corridor space, common area space, and lobby space, are subject to reasonable change to satisfy any construction changes required by any development designs and plans or the requirements of applicable governmental entities, or because Landlord, with the consent of Tenant, chooses to change the size and location, as long as the changes do not affect the timing of build-out of the Base Improvements. Notwithstanding the foregoing, Landlord may, without obtaining Tenant's prior written consent, make minor changes to the Building and the Common Areas, provided such changes do not materially and adversely affect Tenant's ability to conduct its operations at the Premises and such changes are of a nature typically made during the development or construction of buildings comparable to the Building. In any of such events, the parties agree to execute an amendment or amendments to this Lease to make adjustments with respect to such changes, including and in particular the Rentable Area of the Building, Tenant's Percentage Share, the Building address, the Tenant's Address, the Commencement Date, and in such other respects as may be required to coordinate the terms of this Lease with the final development and construction changes, if any. Notwithstanding the foregoing, the Base Rental rate, and the Initial Operating Expense rate shall not be altered by any such amendment to this Lease.

1.5 Use of Premises.

Subject to and limited by Section 1.6 below, the Premises shall be used by Tenant for offices which will necessarily entail services performed for the general public, in compliance with the Rules and Regulations attached hereto as Exhibit "E."

1.6 Restrictions on Use.

Tenant shall use the Premises for the purposes stated in Article 1.5 and for no other purpose or use whatsoever. Notwithstanding the foregoing, Tenant shall not use the Premises for any illegal or immoral purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances or trespasses, nor do any act in or about the Premises or bring anything onto or into the Premises which will in any way increase the rate of insurance on the Premises or the Building nor deface (i.e., destroy or mar the appearance of) or injure the Premises or overload the floors of the Premises. The Premises may be used for general office use only, and shall not be used for the following purposes (the "**Restricted Uses**"): retail, storage (except storage of office files), medical and health services (except for office use only), treatment or correctional center, center specializing in biotechnical, biological, chemical or contagious diseases or studies thereof, or any other use which would be in contravention of or obnoxious to other tenants utilizing the Building for the allowed general office use. In addition, Tenant shall not use any of its Premises for retail use except for vending machine areas required to service its employees. In addition, Tenant, in the normal course of business, shall be entitled to use any of the Premises to deal directly with the public in its use of the Premises as offices in the normal course of Tenant's business, and such area shall not be considered as a "retail" use.

ARTICLE 2 CONDITION AND DELIVERY OF PREMISES

2.1 Good Repair. Landlord, at its own expense, shall cause the Premises to be in a state of good repair and suitable for usage by Tenant, as of the Commencement Date, subject to the provisions of ARTICLE 17, "**Construction and Improvements.**"

2.2 Delivery of Premises. If possession of the Premises has not been delivered to Tenant (meaning the Premises Delivery Date has not occurred) within thirty-six (36) months following Site Plan Approval or within sixty (60) months of the date of this Lease, for any reason whatsoever, except for matters of force majeure, Tenant, at its option at any time thereafter but prior to the delivery of possession, may terminate this Lease by notice to Landlord, and Landlord and Tenant shall thereupon be released from all obligations under this Lease. For purposes of this Lease, the term "**Site Plan Approval**" shall mean the approval by the Board of County Commissioners of Miami-Dade County of the site plan for the Building.

2.3 Tenant Acceptance Agreement. Within five (5) days after the date of Substantial Completion of the Base Improvements, Tenant shall execute and deliver to Landlord a Tenant Acceptance Agreement in the form attached hereto as Exhibit "D". Tenant may state in such Tenant Acceptance Agreement any defects in the Premises remaining to be repaired or completed by Landlord, and Tenant thereby shall preserve its objection to such listed defects. Tenant shall have waived objection to any defects not so listed in the Tenant Acceptance Agreement except that Tenant shall retain the right to object to latent defects not subject to detection upon reasonable inspection of the Premises prior to occupancy thereof, provided that

objections to latent defects not disclosed in writing to Landlord within one (1) year subsequent to the Premises Delivery Date (defined in Section 17.1) shall be deemed waived.

2.4 Tenant's Property. Upon or prior to the termination of this Lease, Tenant shall remove from the Premises and the Building all of Tenant's furniture, trade fixtures, equipment and other personal property and peaceably surrender the Premises to Landlord in the same condition as on the Premises Delivery Date, normal wear and tear excepted, but subject to Tenant's maintenance, repair and replacement obligations as set forth in the Lease, including its obligation to repair any damage caused by such removal. Such property of Tenant not so removed from the Premises or the Building upon the termination of this Lease within ten (10) business days of such termination shall be considered abandoned by Tenant and may, at Tenant's expense, be disposed of by Landlord in any manner whatsoever without accounting to Tenant for same or being liable in any way to Tenant for such disposition. Upon surrender of possession of the Premises, Tenant shall deliver to Landlord all keys to the Premises. This obligation to remove, repair and/or reimburse Landlord shall survive expiration or termination of this Lease. Tenant shall have the right of access to the Premises to remove its property during the aforementioned 10-day period without being subject to the provisions of Article 39, Holdover.

ARTICLE 3 RENT, UTILITIES AND TENANT'S SHARE OF OPERATING EXPENSES

3.1 Rent. The term "**Rent**" or "**rent**" shall mean, collectively, all the following as well as any other amounts payable or to become payable by Tenant pursuant to the terms of this Lease:

(a) Base Rental. Tenant shall pay to Landlord an annual base rent ("**Annual Base Rental**") in monthly installments ("**Monthly Base Rental**") for and during the Lease Term commencing in the first Lease Year based on the **Adjustable Annual Base Rental Rate** per square foot of Rentable Area as specified in the Lease Summary (the "**Base Rental**"). The Monthly Base Rental installments shall be paid in advance on the first (1st) day of every calendar month during the Lease Term.

(b) Rental Adjustment. The "**Adjustable Annual Base Rental Rate**" shall increase pursuant to Article 19 of the Lease. Tenant covenants and agrees to pay Monthly Base Rental throughout the Term of the Lease as Base Rental becomes so adjusted.

(c) Operating Expense Payments. In addition to the Base Rental for each Lease Year, (excluding the first twelve (12) months of the Lease Term) remaining after the Commencement Date, Tenant hereby covenants and agrees and shall be obligated to pay to Landlord, in addition to and not in lieu of the other amounts specified herein, the Operating Expenses in excess of the Initial Operating Expenses (as that term is herein defined). These payments shall be in addition to and not in lieu of any other payments due from Tenant hereunder. The "**Initial Operating Expense**" is herein defined as Nine and 29/100 Dollars (\$9.29) per square foot of Rentable Area.

(d) Operating Expense Estimate.

(i) During each December of the Lease Term, or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of additional rental payable under this Article 3.1(c) for the ensuing calendar year. On or before the first (1st) day of each

month during the ensuing calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts together with the Base Rental, provided that if such notice is not given in December, Tenant shall continue to pay during the ensuing calendar year on the basis of the amounts payable during the calendar year just ended, until the first day of the month which occurs thirty (30) days after such notice is given.

(ii) Within one hundred twenty (120) days after the close of each calendar year during the Lease Term, except with respect to the calendar year during which the Commencement Date occurs, or as soon after such 120-day period as practicable, Landlord shall deliver to Tenant a statement of the adjustments to be made pursuant to this Section 3.1 for the calendar year just ended, which has been audited by independent certified public accountants designated by Landlord, and such statement shall be final and binding upon Landlord and Tenant absent manifest error. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year just ended previously made by Tenant, Landlord shall credit such excess to the next payments of additional rental coming due pursuant to this Section 3.1 or, if the term of this Lease is about to expire, refund such excess to Tenant if Tenant is not in default under this Lease (in the instance of an event of default, such excess shall be held as additional security for Tenant's performance, may be applied by Landlord to cure any such event of default and shall not be refunded until any such event of default is cured). If on the basis of such statement Tenant owes an amount that is more than the estimated payments for the calendar year just ended previously made by Tenant, Tenant shall pay the deficiency to Landlord within sixty (60) days after delivery of the statement.

(iii) If the Lease Term shall expire on a day other than the last day of a calendar year, the amount of additional rental payable pursuant to this Section 3.1 shall be the product of multiplying the additional rental which otherwise would have been payable for the full calendar year by a fraction, the numerator of which is the actual number of days of the calendar year in question included within the Lease Term, and the denominator of which is three hundred sixty-five (365). The expiration of this Lease shall not affect the obligations of Landlord and Tenant pursuant to subsection (d) of this Section 3.1 to be performed subsequent to such expiration.

(iv) Beginning on the Commencement Date and through the last day of the twelfth (12th) month following the Commencement Date, Tenant shall pay Operating Expenses per square foot of Rentable Area based upon Operating Expenses not to exceed Nine and 29/100 Dollars (\$9.29) per square foot of Rentable Area. The Operating Expenses paid during the first twelve (12) months following the Commencement Date shall not be subject to an increase based on actual Operating Expenses. Beginning with the first day of the thirteenth (13th) full month of the Lease Term and through the last day of the calendar year during which the last day of the twelfth (12th) month of the Lease Term falls, Tenant shall pay to Landlord Operating Expenses per square foot of Rentable Area based upon Landlord's estimate as provided herein. Thereafter, beginning with the first month following the twelfth (12th) month of the Lease Term, any increases in Operating Expenses per square foot of Rentable Area over the Initial Operating Expense will be paid by Tenant on a dollar for dollar basis. The Landlord shall use its reasonable and customary efforts to keep all operating expenses for which it is responsible at customary and competitive rates for the industry and (other than increases caused by Property Taxes and insurance, which shall not be subject to any cap on increases) limited to no more than

a five percent (5%) increase in any one year. Notwithstanding the foregoing sentence, certain Operating Expenses (not including Property Taxes and insurance costs) may increase more than five percent (5%) in one (1) year as long as the cumulative increase of such Operating Expense (not including Property Taxes and insurance costs) does not exceed ten percent (10%) over a consecutive two (2) year period. The parties acknowledge and agree the amount of any Property Taxes or insurance premiums shall not be subject to a cap and shall not be considered in calculating whether the Operating Expenses have exceeded any cap. Notwithstanding the foregoing, the Landlord shall use its reasonable and customary efforts to keep insurance costs at customary and competitive rates.

3.2 Payments. Except as otherwise expressly provided for herein, Tenant shall pay to Landlord all Rent due hereunder, including all Base Rental, Operating Expenses, any other types of additional rent and all other charges due and owing by Tenant under this Lease (collectively, the "**Rent**") without abatement, deduction, counterclaim, setoff, suspension, deferment or reduction in legal tender, at the address specified in the Lease Summary for the mailing of payments, or as otherwise directed from time to time by Landlord. Notwithstanding the foregoing, Landlord must give Tenant at least fifteen (15) days written notice of any change in either the payee or the address of the payee.

Tenant further agrees that it will remain obligated to pay the Rent under this Lease in accordance with its terms, and that Tenant will not take any action to terminate, rescind, or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Landlord or of any assignee of Landlord in any such proceeding or by any court in any such proceeding.

3.3 Rent for Partial Months. A prorated monthly installment, based on a thirty (30) day month, shall be paid in advance (i) on the Commencement Date for any fraction of a month if the Lease Term begins on any day other than the first (1st) day of any month and (ii) on the first (1st) day of the final month of the Lease Term for any fraction of a month if the Lease Term shall terminate on any day other than the last day of any month.

3.4 Reimbursable Costs. Landlord, during the term hereof, shall pay certain charges associated with utilities and other services, to be reimbursed by Tenant as an Operating Expense pursuant to this Article.

3.5 Tenant's Percentage Share. The term "**Tenant's Percentage Share**" means and shall be equal to the percentage stated in the Lease Summary, subject to change in the event the size of the Building or the Premises change pursuant to Section 1.4(b) above. Landlord and Tenant acknowledge that Tenant's Percentage Share has been obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building, and multiplying the quotient by one hundred (100). In the event Tenant's Percentage Share is changed during a calendar year by reason of a change in the Rentable Area of the Premises or the Rentable Area of the Building, Tenant's Percentage Share shall thereafter mean the result obtained by using the revised Rentable Area in the foregoing formula. If the Tenant's Percentage Share changes during a calendar year,

Tenant's Percentage Share for the calendar year shall be determined on the basis of the number of days during such calendar year at each percentage share.

3.6 Operating Expenses. "**Operating Expenses**" shall mean all costs, paid or incurred by Landlord in the management, operation, maintenance and repair of the Building, the Property, and related amenities, **but excluding the Garage**, in a prudent, businesslike, and economically reasonable manner (subject to reimbursement by Tenant pursuant to Section 3.1 above), including, without limitation, the following:

(a) Costs and expenses for the maintenance and repair, but not replacement of the Building and the personal property used in connection therewith, including, without limitation, (i) the heating, ventilating and air conditioning systems, (ii) plumbing and electrical systems, (iii) light bulbs and glass, including, but not limited to, replacement of such lights, bulbs and glass thereof, and (iv) elevators.

(b) Cleaning and janitorial costs and expenses, including, without limitation, window cleaning expenses, for the Building.

(c) Landscaping and grounds maintenance costs and expenses.

(d) Utility costs and expenses including, without limitation, those for electricity and other fuels and forms of power or energy, water charges, sewer and waste disposal.

(e) Costs and expenses of redecorating, repainting and recarpeting the common areas of the Building, provided, however, that, except as specified in subsections (f) and (j) hereof, the costs of structural changes to the Building which should be capitalized in accordance with sound accounting principles shall not be allocated or charged to the Premises without Tenant's prior written approval.

(f) Costs of (i) all repairs, alterations, additions, changes, replacements and other items required by any law or governmental regulation imposed after the date of this Lease including, but not limited to, structural changes, regardless of whether such costs, when incurred, are classified as capital expenditures and (ii) any replacements of any portion of the Building or any capital improvements not otherwise covered herein, subject in the case of either (i) or (ii) to straight-line depreciation in accordance with GAAP standards applicable to such items.

(g) Cost of wages and salaries of all persons engaged in the management, operation, maintenance, and repair of the Building, including, without limitation, social security taxes, unemployment insurance taxes, costs for providing coverage for disability benefits, costs of any pensions, hospitalization, welfare or retirement plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement, costs of uniforms and all other costs or expenses which the Landlord pays to or on behalf of employees engaged in the management, operation, maintenance, and repair of the Building (but not security or alarm systems which serve only Tenant's Premises or other tenants' premises). This item of Operating Expenses shall include, without limitation, salaries, expenses, and other compensation to management personnel to the extent reasonably and directly allocable to the management, operation maintenance, and repair of the Building, up to and including the level of Property/Building manager.

(h) Charges of any independent contractor, which, under contract with the Landlord or its manager or representatives, does any of the work of operating, maintaining, or repairing the Building.

(i) Legal and accounting fees (including the cost of an annual Building audit) and expenses, including, without limitation, such fees and expenses related to seeking or obtaining reductions in and/or refunds of Property Taxes all directly related to the Building.

(j) Amortization over such period of time as Landlord shall reasonably determine, with interest at a rate per annum equal to the rate Landlord is paying for funds borrowed for the purpose of financing the capital improvements in question, of capital expenditures for capital improvements made by Landlord after completion of the Building where such capital improvements are for the purpose of, or result in, reducing Operating Expenses, or if such capital improvements are not funded by borrowed funds, the Prime Rate plus two (2) percentage points.

(k) Landlord's insurance costs and expenses for all types of insurance carried by Landlord with respect to the Building.

(l) Management fees and expenses, not to exceed five percent (5%) times the Rent.

(m) Property Taxes (See Section 3.8 below).

(n) Such other costs, fees and expenses, direct or indirect, paid by Landlord from time to time not otherwise itemized in this Section, in connection with the management, operation, maintenance, repair and replacement of the Building, its appurtenances and equipment provider, however, if the cost of any replacement exceeds \$25,000 in the aggregate, the cost of such item shall be amortized on a straight-line basis consistent with GAAP standards applicable to such items.

(o) Expenses shall not include (i) depreciation on the Building other than depreciation on exterior window blinds (i.e., blinds installed by Landlord on interior sides of exterior windows) provided by Landlord which have not otherwise been expensed to Tenant, and carpeting in public corridors and common areas, (ii) Tenant improvement costs, (iii) real estate brokers' commissions, (iv) interest and capital items other than those referred to in this Section, (v) the cost of special services rendered to a particular tenant of the Building, which are payable by such tenant, (vi) income taxes or other taxes imposed on or measured by the income of the Landlord, (vii) the costs of repairing or restoring the Improvements covered by insurance, (viii) any payment for wrongful termination of Landlord's employees providing services to the Building, (ix) any costs or expenses connected with the sale, financing, refinancing or mortgaging, of the Building, (x) any insurance premium for which the Landlord is being reimbursed by the Tenant other than pursuant to this Section, (xi) any penalty for willful violation of law, and (xii) the cost of items reimbursed by insurance.

3.7 Prime Rate. "**Prime Rate**" shall mean the rate of interest announced from time to time by Bank of America, N.A. as its prime rate of interest. An increase or decrease in the Prime Rate shall result in a corresponding increase or decrease in the rate of interest being charged hereunder and shall take effect on the day the increase or decrease in the Prime Rate is made effective. In the event that Bank of America, N.A. shall abandon or abolish the practice of

publishing the Prime Rate, or should the same become unascertainable, Landlord shall designate a reasonable comparable reference rate, which shall then be deemed to be the Prime Rate under this Lease.

3.8 Property Taxes. "**Property Taxes**" shall mean the following: (a) personal property ad valorem taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Building for the operation thereof; (b) real estate ad valorem taxes, assessments (whether general or special), impact fees, sewer charges and transit taxes; and (c) any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, unless the same shall be imposed in lieu of real estate ad valorem taxes) which may now or hereafter be levied or assessed against the Building and the land underlying the Building or the rents derived from the Building (in the case of special taxes or assessments which may be payable in installments, only the amount of installments paid during a calendar year shall be included in the taxes for that year). Tenant is fully responsible for and shall reimburse Landlord upon demand for any and all taxes payable by Landlord whether or not now customary or within the contemplation of the parties hereto, to the extent not included in Property Taxes: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any improvements made in or to the Premises by Tenant regardless of whether title to such improvements shall be in Tenant or Landlord; (b) upon or measured by the rental payable hereunder in the nature of a sales tax upon rent or a so-called "rent tax", but not federal or state income taxes of Landlord; and (c) upon this transaction or any document to which Tenant is a party creating or transferring an interest in the Premises (unless a sale or other transfer or conveyance of the Landlord's interest in the Building to Tenant). In the event that it shall not be lawful for Tenant so to reimburse Landlord, the monthly rental payable to Landlord under this Lease shall be revised to net Landlord the same net rental after imposition of any such tax upon Landlord as would have been payable to Landlord if such tax had not been imposed.

ARTICLE 4 MAINTENANCE

4.1 Standard Maintenance by Landlord. Landlord agrees as to the importance of keeping the Building and Premises in proper repair and therefore agrees to keep at least one (1) full time maintenance person on the Premises for the periods specified in Article 20.1(b) herein, plus one part time person, and, subject to ordinary wear and tear, to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior elements of the Building and the following:

(i) Plumbing (including unclogging sinks and toilets unless clogged by the negligence or intentional misuse by Tenant or its employees or visitors) and electrical lines, fixtures, ballasts, light bulbs and tubes and equipment;

(ii) Stairways, elevators, and lavatories;

- (iii) Air-conditioning and heating equipment;
- (iv) Roof (including roof leaks);
- (v) Windows, doors, and frames;
- (vi) Fire equipment, including inspection as required by applicable fire codes, and alarm systems to the extent they serve the Building but not the Premises in which separate systems are installed for Tenant's exclusive use;
- (vii) Common-use hallways that are not located on floors leased entirely by a single tenant and are used as public areas or used in common by more than one tenant;
- (viii) Extermination services; and
- (ix) Water for drinking, lavatory and toilet purposes subject to the third party water provider providing water to the Property.

4.2 Other Maintenance by Landlord. Landlord shall further maintain in good order and repair, subject to normal wear and tear, casualty to and condemnation of the Building (excluding the Premises and other portions of the Building leased to other tenants), public areas, parking and landscaped areas, elevators, stairs, hallways and corridors on floors leased by more than one tenant, common restrooms (meaning restrooms on floors leased by more than one tenant), the mechanical, plumbing and electrical systems and the structure itself (including, but not limited to, the glass exterior surfaces of the Premises, which shall be washed not less often than two times per year). The cost of any repairs or maintenance to the foregoing necessitated by the acts, omissions or negligence of Tenant, or its agents, employees, contractors, invitees, licensees, tenants or assignees, however, shall be reimbursed by Tenant to Landlord as additional rental.

4.3 Services. Landlord, at its expense but subject to reimbursement as Operating Expenses, shall perform or cause to be performed in the Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and Holidays) after 5:00 p.m. the following services: cleaning and janitorial services described on Exhibit I attached hereto.

4.4 Notice to Landlord to Repair. Upon the failure of Landlord to commence to effect repairs pursuant to this Lease Agreement after receipt of five (5) business days' written notification to do so by Tenant (unless more time is necessary under the circumstances), Tenant may cause the repairs to be made and invoice Landlord for its actual, reasonable costs incurred (such invoice due payable within thirty (30) days of Landlord's receipt thereof). During the term of this Lease Agreement or any extension thereof, if, in Tenant's reasonable judgment an emergency condition exists which materially and adversely poses an immediate risk of harm to persons or property with respect to a condition for which the Landlord is obligated to maintain, and if after reasonable notice under the circumstances, Landlord fails to repair same promptly, Tenant may make such repairs and invoice Landlord for its reasonable, actual costs, such invoice due and payable within thirty (30) days of Landlord's receipt thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. If Landlord shall fail to commence the performance of its obligations under this Section and fail to pay the invoice as so

required, Tenant may set off its actual, reasonable expenses against Base Rental next becoming due.

4.5 Tenant Maintenance. Except for janitorial services as described in Section 4.3 above, Tenant shall be responsible at its sole expense to maintain all the interior of the Premises, including, without limitation, doors, hallways, corridors and restrooms within Tenant's Premises and/or located on floors leased entirely by Tenant, and to repair and replace all items other than the above described items. Tenant shall at its own expense keep the Premises in good repair and tenantable condition and indemnify Landlord against any loss, damage or expense arising by reason of any failure of Tenant so to keep the Premises in good repair and tenantable condition or due to any act, omission or negligence of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees. If Tenant fails to perform, or cause to be performed, such maintenance and repairs, then at the option of Landlord, in its reasonable sole discretion, any such maintenance or repair may be performed or caused to be performed by Landlord and the cost and expense thereof charged to Tenant, and Tenant shall pay the amount thereof to Landlord on demand as additional rental. This obligation shall survive termination or expiration of this Lease.

4.6 Legal Compliance. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof which apply to or result from Tenant's use or occupancy of the Premises and shall abide by and observe the Rules and Regulations attached to this Lease as Exhibit "E" and such other rules and regulations for the use, occupancy or operation of the Building as may hereafter be established in writing by Landlord, as amended from time to time by Landlord and which apply to all Tenants of the Building.

4.7 Building Alterations. If, in order to maintain the Building as an office building or otherwise, Landlord shall be required by any governmental authority to repair, alter, remove, construct, reconstruct or improve any part or all of the Building or Premises, Tenant's obligations under this Lease will not be affected and Tenant waives all claims for injury, damage or abatement of Rent because of such repair, alteration, removal, interruption of utility services, construction, reconstruction or improvement, or lack thereof unless the same is due to Landlord's gross negligence or willful misconduct.

4.8 Limitation Regarding Services. Landlord shall have full and unrestricted reasonable access to all HVAC equipment and to all other utility installations serving the Premises or the Building. Except as specifically provided herein, Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to interrupt or suspend service of any of the heating, ventilating, air-conditioning, electric, sanitary, elevator or other systems serving the Premises or the Building, or the rendition of any of the other services required of Landlord under this Lease, whenever and for so long as may be necessary by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems advisable, or by reason of difficulty in securing proper supplies, including for water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control, including without limitation mechanical failure and governmental restrictions on the use of materials or the use of any of the Building systems. In each instance, however, Landlord shall exercise reasonable diligence to eliminate

the cause of interruption and to effect restoration of services, and shall give Tenant reasonable notice, when practicable, of the commencement and anticipated duration of such interruption. Except as specifically provided for herein, Tenant shall not be entitled to any diminution or abatement of Rent or other compensation, nor shall this Lease or any of the obligations of the Tenant be affected or reduced by reason of the interruption, stoppage or suspension of any of the Building systems or services arising out of the causes set forth in this Section.

ARTICLE 5 ALTERATIONS BY TENANT

Tenant may not make any alterations, additions (including the addition of fixtures, which shall not include system furniture or free-standing partitions), or improvements in or to the Premises ("**Tenant's Changes**") without the written consent of Landlord, which in the case of non-structural interior changes, Landlord agrees not to unreasonably withhold or delay its consent. All Tenant's Changes (except office furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of the Premises at the expiration of this Lease Agreement. Subject to the above, any removable partitions installed by Tenant within the Premises shall remain Tenant's property and may be removed by Tenant upon the expiration of the Lease or any renewal or cancellation hereof, and provided Tenant repairs any damage to the Premises and the Building caused thereby, subject to ordinary wear and tear. Tenant's obligation to repair shall survive expiration or termination of this Lease. In no event shall Landlord be required to consent to any of Tenant's Changes that would adversely affect the proper functioning of the plumbing, mechanical, electrical, sanitary, fire, safety, or other service system, or would reduce the value or utility of the Building.

At the time Tenant requests Landlord's written consent to any of Tenant's Changes, which consent shall not be unreasonably withheld or delayed, Tenant shall deliver to Landlord detailed plans and specifications therefore, which shall in all instances first be subject to Landlord's approval as well as the identity of all contractors, subcontractors and materialmen providing labor or material for said work. Tenant shall pay to Landlord any reasonable fees or expenses incurred by Landlord in connection with Landlord's submitting such plans and specifications that affect the Premises, electrical, plumbing or mechanical systems or to any other system of the Premises, including without limitation, the HVAC, fire or life safety systems of the Premises, if it so chooses, to an architect or engineer selected by Landlord for review or examination and/or for supervision during performance of any alterations, additions or improvements in or to the Premises. Landlord's approval of any plans or specifications does not relieve Tenant from the responsibility for the legal sufficiency and technical competency thereof, and all costs associated with such Tenant's Changes. Tenant before commencement of any Tenant's Changes shall:

- A. Obtain the necessary consents, authorizations and licenses from all federal, state and/or municipal authorities having jurisdiction over such work;
- B. Provide written confirmation to Landlord that Tenant is self-insured for Workmen's Compensation Insurance covering all persons who will perform Tenant's Changes for Tenant or any contractor, subcontractor or other person;

- C. Only if provided to, and in the amount provided to Tenant, Tenant will furnish to Landlord an original policy of public liability insurance (or certificate thereof) from any contractor which will perform Tenant's changes and covering Landlord, Landlord's agent or such other parties with an interest in the Premises or any portion thereof as Landlord shall designate as an additional insured.

Tenant agrees to indemnify and save Landlord harmless from and against any and all bills for labor performed and equipment, fixtures and materials furnished to Tenant and applicable sales taxes thereon and from and against any and all liens, bills or claims therefore or against the Premises and the Building and from and against all losses, damages, costs, expenses, demands, suits and claims whatsoever in connection with Tenant's Changes. The cost of Tenant's Changes shall be paid for in cash or its equivalent, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied.

Tenant, at its expense, shall cause any Tenant's Changes consented to by Landlord to be performed in compliance with all applicable requirements of insurance bodies having jurisdiction and in such manner as not to interfere with, delay or impose any additional expense upon the Landlord in the maintenance or operation of the Premises and the Building and so as to maintain harmonious labor relations in the Premises and the Building.

If the performance of Tenant's Changes shall interfere with the comfort and/or convenience of other tenants in the Premises or the Building, Tenant shall upon Landlord's demand remedy or remove the condition or conditions complained of. Tenant further covenants and agrees to indemnify and save Landlord harmless from and against any and all claims, losses, damages, costs, expenses, demands, suits and claims whatsoever made or asserted against Landlord by reason of the foregoing.

Upon completion of Tenant's Changes, Tenant, at its sole cost, shall obtain certificates of final approval of such Tenant's Changes required by any government authority having jurisdiction with regard thereto, and Tenant shall furnish Landlord copies thereof, together with the "as-built" plans and specifications for such Tenant Changes.

Any alterations, improvements and additions made by Tenant, including Tenant's Changes, shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall have given written notice to Tenant to remove the same. If Landlord shall request Tenant's removal of the Tenant's Changes, Tenant shall remove such alterations, improvements and additions and restore the Premises to the same good order and condition in which they were at the commencement of this Lease, normal wear and tear excepted. Should Tenant fail so to do, Landlord may do so, and the cost and expense thereof shall be paid by Tenant to Landlord as additional rent.

All furniture, word processing equipment, office equipment and similar personalty, installed and paid for by Tenant with its own funds in the Premises shall remain the property of Tenant and shall be removed prior to or at the time of termination of this Lease, provided Tenant shall not, at such time, be in Default under any provisions of this Lease. Lighting fixtures, air conditioning equipment and similar fixtures or equipment used or useful in

the operation of the Premises shall become (or remain) the property of Landlord upon installation. In the event any items originally the property of Tenant hereunder and required to be removed at or prior to the termination of this Lease are not so removed by Tenant, the same shall be and become the property of Landlord, or Landlord at its option, may remove and dispose of the same and the cost and expense thereof shall be paid upon demand by Tenant to Landlord as additional Rent. Tenant shall promptly restore the Premises to the original order and condition upon removal of trade fixtures, normal wear and tear excepted.

ARTICLE 6 DAMAGE, DESTRUCTION AND INSURANCE

6.1 Damage and Destruction.

(a) Provided that Landlord carries a full replacement policy for the Building or such lesser coverage as is commercially available, if the Building or Premises is damaged partially or wholly by fire, the elements, act of God or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within three hundred sixty five (365) days of such damage, or if any mortgagee of the Building shall not permit the application of adequate insurance proceeds for repair or restoration or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty and the Lease Term shall end on such date as if that date had been originally fixed in this Lease for the expiration of the Lease Term. Landlord shall exercise its option provided herein by written notice to Tenant within sixty (60) days of such fire or other casualty, and all parties shall be released of all obligations except for accrued rent and those obligations that specifically survive cancellation or termination hereunder.

(b) If this Lease is not terminated pursuant to subsection (a) above, then Landlord shall proceed with all due diligence to repair and restore the Building or Premises, as the case may be (except that Landlord may elect not to rebuild, and thus terminate this Lease, if such damage occurs during the last two (2) years of the Lease Term or during any extension term properly exercised pursuant to Article 18, and regardless of any term extension option which is unexercised at the date of occurrence of the casualty), to the extent of insurance proceeds. Landlord's obligation to restore the Premises under the preceding sentence may be discharged, in Landlord's discretion, by Landlord's restoration of the Premises to the base building condition as it substantially existed on the Premises Delivery Date. Landlord shall use its reasonable best efforts to pursue the substantial completion of any restoration efforts in a timely manner. In the event that Landlord shall fail to complete such repairs and material restoration within a period not to exceed twenty-four (24) months after the date of such damage and Tenant's use and enjoyment of the Premises is then materially impaired by the uncompleted restoration, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, or because of strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord, the period for restoration, repair or rebuilding shall be extended for the

amount of time Landlord is so delayed. In no event shall Landlord be required to rebuild, repair or replace any personal property, equipment or trade fixtures which belong to Tenant except for items which have been paid for by the Tenant but by their nature have become the property of the Landlord and are covered by Landlord's insurance.

(c) If this Lease is not terminated by Landlord pursuant to this Article 6 and if the Premises are unfit for occupancy in whole or in part following such damage, the Base Rental and Rental Adjustment payable during the period in which the Premises are unfit for occupancy shall abate and Tenant's Percentage Share shall be reduced in proportion to the number of square feet of Rentable Area of the Premises rendered unusable by such damage; provided, however, that no such abatement and reduction shall be made under the provisions of this subsection (c) in the event such damage shall have been caused through the negligence, acts or omissions of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees.

(d) In the event of any damage or destruction to the Building or the Premises, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant (other than partitions, fixtures, additions and similar improvements), from such portion or all of the Building or the Premises as Landlord shall request, and Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including, without limitation, attorneys' fees at all levels, arising out of any claim of damage or injury as a result of any alleged failure to secure properly the Premises prior to such removal.

(e) If any such casualty stated in this Article 6 occurs, Landlord shall not be liable to Tenant for inconvenience, annoyance, loss of profits, expenses or any other type of injury or damage resulting from the repair of any such damage, or from any repair, modification, arranging or rearranging of any portion of the Premises or any part or all of the Building or for termination of this Lease as provided in this Article 6.

(f) Notwithstanding anything to the contrary herein contained, pursuant to Section 768.28, Florida Statutes, Tenant hereby agrees to indemnify and hold harmless Landlord, its subsidiaries, directors, officers, agents, and employees, from and against any and all damage, loss, claim, demand, liability or expense including, but not limited to, attorneys' fees and legal costs suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damages, loss or expense due to, but not limited to, bodily injury, including death resulting anytime therefrom, and property damage sustained by such person or persons which damage or injury arises out of, is occasioned by or in any way attributable to the use or occupancy of the Premises and adjacent areas by Tenant or otherwise, or the acts or omissions of Tenant, its agents, employees, customers and invitees or any contractors brought onto the Premises by Tenant, or Tenant's failure to comply with all governmental laws, rules, and regulations, including, without limitation, those relating to pollution and hazardous waste and investigation and cleanup thereof, except such damage or injury caused solely by the gross negligence of Landlord or its employees and agents and other tenants, guests and invitees of Landlord. Such loss or damage shall include, but not be limited to, any injury or damage to Landlord's personnel (including death resulting anytime therefrom) or Landlord's property. Tenant agrees that the obligations assumed herein shall survive the termination of earlier expiration of this Lease.

6.2 Insurance.

(a) Tenant agrees to carry fire and extended coverage insurance insuring Tenant's interest in its improvements and betterments to the Premises and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained therein, such insurance coverage to be in an amount equal to the full insurable value of such improvements and property.

(b) Tenant also agrees to carry a policy or policies of worker's compensation and commercial general liability insurance, including, without limitation, personal injury and property damage, with contractual liability endorsement, in the amount for property damage and Five Million Dollars (\$5,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Premises, as well as personal property insurance on all furniture, fixtures and equipment and all other personal property in the amount of the full replacement value thereof. Said policies shall: (i) name Landlord as an additional named insured and insure Landlord's contingent liability under this Lease, (ii) be issued by an insurance company which is reasonably acceptable to Landlord and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not and may not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies, or certificates thereof, shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance. The Tenant and Landlord agree periodically to amend this subsection to increase the amount of insurance to reflect a commercially reasonable level for similarly situated Buildings and Premises. The modified amount of insurance shall be mutually agreed upon by Landlord and Tenant who each covenant to act in good faith in connection with this subparagraph.

(c) Tenant shall obtain from its insurers under all policies of fire, theft, public liability and other insurance maintained by it at any time during the term of this Lease insuring or covering the Building or any portion thereof or operations therein, a waiver of all rights of subrogation which the insurer might have against Landlord, and Tenant shall indemnify Landlord against any loss or expense, including, but not limited to, reasonable attorney's fees at any level, resulting from the failure to obtain such waiver.

(d) Notwithstanding anything to the contrary herein contained, pursuant to Section 768.28, Florida Statutes, the Tenant shall have the option to maintain self-insurance and/or provide or maintain any insurance required by Tenant under this Lease under blanket and/or broad form insurance policies maintained by Tenant. The right of Tenant to self-insure or maintain insurance pursuant to this Section 6.2(d) shall be subject to Tenant having in force and effect a plan of self-insurance adequate to provide coverage equal to the policies described in this Section 6.2 without being limited by any other provision of this Lease or by any statute, law, code, rule, or regulation of any type. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Lease, including, without limitation, a full waiver of subrogation. If Tenant elects to so self-insure, then with respect to any claims which may result from incidents occurring during the Lease Term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive. If, after electing to self-insure or maintain insurance pursuant to this Section 6.2(d), Tenant fails to maintain said self-insurance coverage,

and evidence to Landlord's reasonable satisfaction of the fulfillment of Tenant's obligations under this Section 6.2(d), Landlord shall have the right, after written notice to Tenant, to procure such insurance and Tenant shall promptly reimburse Landlord for the cost thereof.

ARTICLE 7 DISABLED INDIVIDUALS

7.1 Americans With Disabilities. Landlord shall be responsible to ensure that the Building and all common areas shall be constructed in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and in effect on the Commencement Date of the Lease.

7.2 Construction Compliance. Landlord shall further be responsible to ensure that the Base Improvements and access to the Premises thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, shall be initially constructed in compliance with the accessibility standards for government programs contained in the ADA and of Section 553.501 et seq. of the Florida Statutes (collectively, "ADA Requirements"), that the Base Improvements and access thereto shall be constructed in accordance with said requirements. Landlord agrees to correct any and all violations of the obligations of Landlord under this Section 7.2 within thirty (30) days of written notice by Tenant of the existence of the same, provided that; if such violations cannot feasibly be corrected within said thirty (30) day period then Landlord agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of the same within a reasonable period thereafter. After the initial Base Improvements are constructed and Landlord has delivered the Premises to Tenant pursuant to ARTICLE 17, Tenant shall be responsible to maintain the Premises in compliance with ADA Requirements, as same may be amended, modified or expanded from time to time.

7.3 Changes to Premises. Landlord recognizes and agrees that, throughout the term of the Lease Agreement, Tenant may in its discretion change its employees or programs which operate from the Premises. Landlord agrees that Tenant may, at Tenant's expense, but subject to Landlord's approval which shall not be unreasonably withheld or delayed, make such changes to the interior of the Premises or the access thereto as may be required by Tenant to accommodate disabled individuals or to provide program accessibility in connection with any such change in Tenant's programs or work force, or to comply with enactments under the ADA Requirements. Any such alterations shall be treated as Tenant's Changes and not be undertaken until Landlord has been provided and has approved (as set forth in Article 5) a set of plans and specifications and a description of the reason for making such alterations.

7.4 Post-Commencement Date Requirements. With respect to ADA Requirements enacted after the Commencement Date, Landlord shall remain responsible to maintain the Building and Common Areas in compliance with the ADA Requirements, subject to reimbursement by Tenant of Tenant's share of all costs and expenses incurred in connection with such post-Commencement Date ADA Requirements.

7.5 City/County Requirements. Notwithstanding the foregoing, Landlord is not responsible to make alterations to comply with changes in legal requirements of the City of South Miami or

Miami-Dade County, Florida, unless such changes apply uniformly to all similar high-rise office buildings within the applicable jurisdiction(s). In addition, Landlord shall, at Tenant's sole cost, make such changes as are necessary to comply with changes in legal requirements of the City of South Miami or Miami-Dade County if such changes do not uniformly apply to all similar high-rise office buildings within the applicable jurisdictions.

ARTICLE 8 NO LIABILITY FOR TENANT'S PROPERTY

All property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any and all furniture, fixtures, equipment and other property placed or moved into the Premises or for any damage to said property unless caused by or due to gross negligence or willful misconduct of Landlord, Landlord's agents, invitees or employees.

ARTICLE 9 SIGNS

Provided that all signs comply with all applicable laws, governmental ordinances and regulations and the terms hereof, all of Tenant's signs located within the interior or exterior of the Premises, which are visible from outside the Premises (i.e. any elevator lobby area, Common Area, or from outside the Building), will be of a design (except for Miami/Dade County logos), location, material, and size to be first approved by Landlord (such approval not to be unreasonably withheld). Tenant, at Tenant's sole expense, shall apply for and obtain all permits and licenses required in connection with any sign and shall be fully responsible for the proper installation and maintenance, including painting, thereof. If requested by Landlord, all signs shall be removed by Tenant at termination of this Lease Agreement and any damage or unsightly condition caused to the Building or other property because of or due to said signs shall be corrected or repaired by Tenant to the reasonable satisfaction of Landlord. Tenant hereby indemnifies and holds Landlord harmless from and against any and all losses, costs, damages, expenses, suits, demands, claims, injuries, or deaths occasioned by the installation, maintenance or removal of any signs by Tenant. This indemnity shall survive the termination or sooner expiration of this Lease.

ARTICLE 10 LANDLORD'S RIGHT OF ENTRY

Landlord or any of its agents shall have the right to enter Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists in which case Landlord can enter at any time without notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of the Building or to exhibit the Premises to prospective purchasers, lenders, or, during the last year of the then-current lease term, prospective tenants, and to put or keep upon the doors or windows thereof a notice "**FOR RENT**" at any time within one (1) year before the expiration of this Lease Agreement, unless an emergency exists in which case Landlord can enter at any time without notice. Unless caused by Landlord's negligent or willful misconduct, Landlord shall not in any event whatsoever be liable for any damage or injury to any

person or property whether it be the person or property of Tenant, Tenant's employees, agents, guests, invitees or otherwise, by reason of Tenant's occupancy of the Premises, or because of fire, flood, windstorm, or for any other reason. Up to the limits provided for under Section 768.28, Florida Statutes, Tenant hereby indemnifies and agrees to hold harmless Landlord, its subsidiaries, directors, officers, agents, and employees from and against any and all damage, loss, claim, demand, liability or expense, including but not limited to, attorney's fees and legal costs suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damages, loss or expense due to, but not limited to, bodily injury, including death resulting anytime therefrom, and property damage sustained by such person or persons which damage or injury arises out of, is occasioned by or in any way attributable to the use or occupancy of the Premises and adjacent areas by Tenant or otherwise, or the acts or omissions of Tenant, its agents, employees, customers and invitees or any contractors brought onto the Premises by Tenant, or Tenant's failure to comply with all governmental laws, rules, and regulations, including, without limitation, those relating to pollution and hazardous waste and investigation and cleanup thereof. Such loss or damage shall include, but not be limited to, any injury or damage to Landlord's personnel (including death resulting anytime therefrom) or Landlord's property. Tenant agrees that the obligations assumed herein shall survive the termination or earlier expiration of this Lease.

ARTICLE 11 PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises, without hindrance or molestation by Landlord.

ARTICLE 12 SURRENDER OF PREMISES

Tenant agrees to surrender to Landlord at the end of the term of this Lease Agreement, or any extension thereof, the Premises, in as good condition as the Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear excepted, but subject to Tenant's maintenance and repair obligations as set forth in this Lease. Upon such termination, any and all of Tenant's interest in and to the Premises shall vest in the Landlord such that Landlord's interest in the Premises will be the same as it was at the beginning of the Term of this Lease Agreement, and Tenant shall, upon demand, at Tenant's expense, execute and deliver a Quit Claim Deed in favor of Landlord, quit claiming and releasing all Tenant's right, title and interest in and to the Premises, the Building and Ground Lease, excluding Tenant's interest as landlord under the Ground Lease. Tenant will be responsible for and shall cure any title matters caused or created by Tenant, or any subtenant, or Tenant and/or subtenant's agents, employees, contractors, licensees, invitees, etc. In the event that there are any exceptions to title which have been caused or created by Tenant and/or the subtenant, or said parties, employees, agents, etc., Tenant shall, at its sole cost and expense, cause the same to be removed, and Tenant shall indemnify, defend, and hold Landlord harmless from and against all losses, damages and liabilities which arise out of or in connection with any such exceptions to title.

ARTICLE 13
INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY

13.1 Florida Statutory Indemnity. Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party. Notwithstanding anything in this Lease to the contrary, this Section shall not limit Tenant's obligations under Section 6.2 hereof nor limit Tenant's liabilities to indemnify Landlord pursuant to this Section for items which would be covered by self-insurance of Tenant under Section 6.2.

13.2 LIMITATION OF LANDLORD'S LIABILITY. LANDLORD'S OBLIGATIONS AND LIABILITY WITH RESPECT TO THIS LEASE SHALL BE LIMITED SOLELY TO LANDLORD'S INTEREST IN THE BUILDING, AS SUCH INTEREST IS CONSTITUTED FROM TIME TO TIME, AND NEITHER LANDLORD (BEYOND ITS INTEREST IN THE BUILDING) NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, MEMBER, TRUSTEE, MANAGER, BENEFICIARY OR PARTNER OF LANDLORD SHALL HAVE ANY PERSONAL LIABILITY WHATSOEVER WITH RESPECT TO THIS LEASE. IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE THE OBLIGATION OF LANDLORD TO TENANT UNDER THIS LEASE, LANDLORD AND TENANT AGREE THAT ANY FINAL JUDGMENT OR DECREE SHALL BE ENFORCEABLE AGAINST LANDLORD ONLY TO THE EXTENT OF LANDLORD'S INTEREST IN THE BUILDING, AS AFORESAID, AND ANY SUCH JUDGMENT OR DECREE SHALL NOT BE CAPABLE OF EXECUTION AGAINST, NOR BE A LIEN ON, ANY ASSETS OF LANDLORD OTHER THAN ITS INTEREST IN THE BUILDING, AS AFORESAID.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

14.1 Landlord's Consent Required. Tenant shall not assign, mortgage, hypothecate, pledge or otherwise encumber or dispose of this Lease Agreement or any part thereof or interest therein or sublet all or any part of the Premises, nor grant concessions or licenses for the occupancy of the Premises or any portion thereof, whether by operation of law or otherwise, except as expressly permitted in this Article 14.

14.2 Governmental Exceptions. Notwithstanding the terms of this Article 14 of the Lease, Landlord and Tenant agree that Tenant may sublease portions of the Premises only to entities that are organized, owned, operated, and managed as (i) governmental entities, or (ii) as not for profit entities or associations directly or indirectly controlled by governmental entities, but only to the extent and as long as said sublease does not use any of the Premises as any of the

Restricted Uses as defined in Section 1.6. Tenant shall also comply with the following terms and conditions:

(a) Notwithstanding the giving by Landlord of its consent to any sublease with respect to the Premises, no sublessee may exercise any expansion option, preemptive right, or term renewal or extension option under this Lease except in accordance with a separate written agreement entered into directly between such sublessee and Landlord. Subsequent to an approved sublease, neither Tenant nor a subtenant shall have any right to exercise on behalf of the sublessee (as to the space subleased) any expansion option, preemptive right or term renewal or extension option.

(b) If the Premises or any part thereof is subleased or occupied by any party other than Tenant, Landlord may (but is not required), after default by Tenant, collect rent from the subtenant or occupant, and apply the net amount collected to the Base Rental and additional rental herein reserved, but no such subleasing, occupancy or collection shall be deemed (i) a waiver of any of Tenant's covenants contained in this Lease, (ii) the acceptance by Landlord of the subtenant or occupant as tenant, or (iii) the release of Tenant from further performance by Tenant of its covenants under this Lease. Notwithstanding the foregoing, if Tenant subleases or assigns all or any portion of this Lease to the Government of the United States of America or the State of Florida, or any entity thereof provided such entity has a credit rating equal to or higher than Tenant's credit rating was at the time of execution of this Lease, and such entity assumes all of Tenant's obligations for the remainder of the Term and on the terms and conditions contained in this Lease in a form acceptable to Landlord, then the provisions of Article 14.2(b)(iii) do not apply and Tenant shall be relieved from the performance of its covenants under this Lease as they relate to the assigned or subleased portions of the Premises.

(c) The sublease by Tenant of a portion or all of the Premises and the Landlord's approval of or consent to such sublease transaction shall not operate to release Tenant from its liability hereunder, except as described in the last sentence of subsection (b) above, and shall not affect Landlord's rights under this Article 14 as to any subsequent proposed sublease.

(d) Tenant covenants and agrees to deliver to Landlord one (1) fully executed counterpart of the instruments and documents (including, but not limited to, amendments thereto) evidencing any approved subleasing effected pursuant to this Lease. Such delivery shall be made promptly following the execution of any such instrument or document.

(e) Landlord reserves the right to transfer and assign its interest in and to this Lease to any entity or person, and Tenant shall attorn to such assignee. From the effective date of such assignment, the assignor of the Lease shall have no further liability or obligation pursuant to this Lease for any matters which arise subsequent to the effective date of such assignment.

ARTICLE 15 SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding

on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 16 NOTICES

16.1 It is understood and agreed between the parties hereto that written notices shall be sent by (i) certified or registered mail, return receipt requested, first class, postage prepaid (deemed effectively received five (5) days after being sent); or (ii) by a nationally recognized overnight courier (deemed effectively received the day after being sent); or (iii) by local hand delivery (deemed effective the day delivered), each postage prepaid and addressed as follows:

TENANT:

Miami-Dade County
c/o Facilities and Utilities Management Division
Real Estate Section

General Services Administration
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy of all notices to:

County Attorney
111 NW 1st Street,
28th Floor
Miami, Florida 33128

LANDLORD:

Hometown Station Ltd.
c/o Masvidal Partners, Inc.
201 Alhambra Circle
Suite 1401
Coral Gables, FL 33134
Attention: Raul Masvidal

And with a copy of all notices to:

Hogan & Hartson L.L.P.
Mellon Financial Center
1111 Brickell Avenue, 19th Floor
Miami, FL 33131
Attention: Jorge Diaz-Silveira, Esquire

Said delivery shall constitute sufficient notice to Tenant and Landlord to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE 17 CONSTRUCTION AND IMPROVEMENTS

17.1 Construction of the Building. Landlord anticipates substantially completing the Building (including (i) Substantial Completion of the Building's common area facilities, (ii) Substantial Completion of the Building systems necessary to service the Building including, without limitation, HVAC, electrical, and elevators, and (iii) Substantial Completion of the public entrances and lobbies of the Building) and Base Improvements, meaning that the Building and Base Improvements will be constructed to the degree necessary to allow the applicable governmental building authority to issue a certificate or temporary certificate of occupancy and allow for Tenant to occupy the constructed area for purposes of conducting business therein, subject to completion of items generally known in the industry as "punchlist items" and such other items that do not materially interfere with Tenant's business operations ("**Substantial Completion**") within thirty-six (36) months after the Site Plan Approval date. In addition to the foregoing, Substantial Completion shall include the meaning that the work will be completed to a condition that allows commencement of the build-out of the Tenant Work in the Premises to commence (the "**Premises Delivery Date**") within thirty-six (36) months after the Site Plan Approval date. On such date, the Premises shall be delivered in a "**Tenant Ready**" condition. Landlord shall keep Tenant reasonably informed of the likely date the Premises will be Tenant Ready, which date may change depending on force majeure and other issues beyond Landlord's control (subject to Section 2.2) that prevent Landlord from completing the Building and Base Improvements by the Premises Delivery Date. The Tenant agrees that the Premises Delivery Date shall be extended to the extent Landlord's installation of improvements requested by Tenant in excess of building standard improvements or any force majeure event extends Landlord's time for achieving Substantial Completion.

17.2 Base Improvements.

(a) Subject to the terms, conditions, and covenants of this Lease Agreement, including, without limitation, Section 17.1 above concerning construction of the Building, Landlord, at its expense, shall partition (excluding Tenant office partitions) and prepare the Premises to a base building condition (collectively, "**Base Improvements**") in accordance with the plans and specifications prepared by Landlord's architect and approved by Landlord and Tenant. Landlord shall bear the expense of installing only those items and making only such improvements as are building standard improvements, meaning such sheetrock, paint, carpeting, doors, door frames, fixtures, electrical, lighting, plumbing, HVAC and other material improvements as are ordinarily and customarily utilized by office building Tenant improvement contractors in the Miami, Florida area at their reasonable discretion necessary to substantially complete the Base Improvements described herein within the minimum requirements of the applicable building code. Without limiting the foregoing, the building standard improvements are listed on Exhibit "G" attached hereto, and are subject to change at the sole discretion of Landlord as long as Landlord substitutes specific building standard improvements with materials of like quality. The cost of all installations or improvements requested by Tenant in excess of

building standard improvements or which are not building standard improvements (in the discretion of Landlord or Landlord's contractor) which are to be made by Landlord shall be paid by Tenant, as additional rent. The improvements described on Exhibit "G" attached hereto constitute all the Base Improvements which are Landlord's responsibility to construct the Substantial Completion of which will place the Premises into a substantially finished base building condition in fulfillment of Landlord's construction obligations under this Lease.

(b) Failure by Tenant to reimburse Landlord in full within thirty (30) days after Tenant's receipt of an invoice therefor will constitute an event of default by Tenant hereunder.

(c) Landlord reserves the right:

(i) to substitute construction materials of equivalent grade and quality when and if any material specified in the working drawings shall not be readily and reasonably available;

(ii) to make changes necessitated by conditions met in the course of construction, provided that Tenant's written approval of any material changes shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Final Drawings); and

(iii) to make changes as required by the local building department in order to obtain a building permit or a temporary certificate of occupancy (or its equivalent).

(d) Landlord anticipates that it will Substantially Complete all Base Improvements as set forth in this Article 18 within thirty-six (36) months following the Site Plan Approval, subject to delays arising from circumstances beyond Landlord's reasonable control. Base Improvements to the Premises shall be deemed Substantially Completed when a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governmental authority approving the stage of construction as Tenant Ready, notwithstanding the necessity to correct, adjust, or complete certain items ("**Punch-List**" items) to be described on the **Tenant Acceptance Agreement** attached hereto as Exhibit "D", and such other corrections, adjustments, or completions that do not materially impede Tenant from commencing or completing construction of the Tenant Work. The rent commencement date shall be the Commencement Date. Landlord shall complete such Punch-List and other items at its expense at a time mutually convenient to both parties, during which time Tenant may handle its Tenant Work (as defined in Section 25). Subject to Landlord's reasonable approval, Tenant may commence Tenant Work prior to Substantial Completion as long as the Tenant Work does not inhibit or interfere with the Base Improvements work in any way. Landlord shall make every reasonable effort to complete the Punch-List and other items within ninety (90) days of its receipt of a fully executed Tenant Acceptance Agreement. After said ninety (90) days, in the event Landlord has not completed a particular Punch-List item, Tenant shall notify Landlord of such particular item or items. If Landlord does not complete said item or items to Tenant's reasonable satisfaction within fifteen (15) days of receipt of said notice or such longer period of time as may be reasonably required to complete such item, then Tenant may undertake the completion of same and invoice Landlord for the expenses reasonably and actually incurred by Tenant.

(e) With respect to work performed by Landlord at Tenant's expense, or any work required due to any changes required by Tenant or Tenant's architect, engineers or space planners (collectively, referred to as "Additional Work"), Landlord and Tenant shall follow the following procedures: Tenant shall request such work from Landlord in writing, and Landlord shall respond within thirty (30) days of receipt of the request by providing Tenant with a proposal describing the estimated quantities and cost involved to perform the additional work, including Landlord's management supervision fee which shall be **five percent (5.0%)** of the Landlord's actual cost (hard and soft) of performing the additional work. Within five (5) business days of Tenant's receipt of Landlord's proposal, Tenant shall either approve Landlord's proposal in writing or tender a counter proposal, which Landlord and Tenant shall negotiate in good faith. Upon Landlord's and Tenant's agreement as to the change and the price therefor, Landlord and Tenant shall memorialize their agreement in writing (an "**Additional Work Order**"). Tenant, at Tenant's sole cost and expense shall compensate the Landlord for work performed pursuant to an Additional Work Order within thirty (30) days of receipt of an invoice therefor. Tenant has the right to inspect the Premises during construction, and all Base Improvements which deviate substantially from the approved working drawings and are reasonably unsatisfactory to Tenant must be corrected or repaired at Landlord's expense, unless due to any change orders required by Tenant.

(f) Tenant shall within six (6) months of the Site Plan Approval, deliver preliminary plans for the Base Improvements (the "**Preliminary Plans**"), which will show the approximate layout of the interior of the Premises. Landlord shall approve such Preliminary Plans, which approval will not be unreasonably withheld. Upon approval of the Preliminary Plans by the Landlord, Landlord shall cause to be prepared by Landlord's architect design drawings indicating the specific requirements of improving the Premises. Tenant shall give written notice to Landlord within twenty (20) business days after delivery of said design drawings to Tenant of the particulars, if any, in which said design drawings fail to conform to the approved preliminary plans and Landlord shall, within twenty (20) business days after such notice from Tenant of nonconformity, make the revision(s) necessary to correct such matters to Tenant's reasonable satisfaction, and resubmit revised design drawings to Tenant. Tenant shall then review said revised design drawings and provide Landlord with its comments and required changes, if any, or its approval, within ten (10) business days after delivery of the revised design drawings to Tenant. If comments or required changes are made, then Landlord and Tenant may undertake the preparation and approval of additional design drawings following the same timeframes, for up to a maximum of three (3) times after the submission of the first set of design drawings. Tenant's approval shall be evidenced by Tenant causing one (1) set of such design drawings to be initialed and dated on its behalf and returned to Landlord. If Tenant does not review, make comments, change, or approve said working drawings and notify Landlord, in writing, within the applicable timeframe, set forth above, then Landlord may deem the design drawings approved without revision by Tenant, and Landlord shall proceed with construction of the Base Improvements. Said design drawings as so approved shall be deemed the "**Final Drawings.**" All design drawings and the Final Drawings shall be prepared in accordance with applicable governing codes and ordinances. Landlord shall provide at its cost and expense all necessary permits for Base Improvements. Landlord shall provide at its cost and expense the temporary permanent certificate of occupancy (or its equivalent) with respect to substantial completion of the Base Improvements. Tenant is responsible for the costs of all other licenses and/or fees required to operate in the Premises.

17.3 Fit-Up Allowance.

- (a) Landlord has agreed to pay Tenant up to \$9.00 per square foot as a **"Fit-Up Allowance"** for the cross-hatched areas on Exhibit "J" attached hereto and made a part hereof by this reference, to be used toward the portion of Tenant Work which becomes part of the improvements comprising the Premises, such as but not limited to fixtures, telecommunication and computer cabling, and installed trade fixtures. Said amount shall be paid within thirty (30) days after Tenant furnishes Landlord with paid receipts for work, acquisitional installation costs incurred by Tenant, as well as lien waivers from all suppliers of labor and materials. The Fit-Up Allowance may also be applied by Landlord against any costs incurred due to changes in the Final Drawings pursuant to Article 17 of the Lease. Notwithstanding the foregoing, the Fit-Up Allowance shall not be used toward the acquisition or installation of moveable furniture, personal property and other property, which does not become affixed to the Premises or incorporated into the improvements. Landlord and Tenant agree that notwithstanding anything in this Lease to the contrary, Tenant may pay Landlord for any Additional Work, regardless of when performed, which would constitute Tenant Work eligible for reimbursement pursuant this Section 17.3(a), if such Additional Work had been performed by Tenant instead of Landlord, by having the Landlord apply any unused balance of the Fit-Up Allowance to the sums owed to Landlord by Tenant pursuant to Subsection 17.2(e). To the extent the balance of the Fit-Up Allowance is insufficient to pay for the Additional Work, described in the immediately preceding sentence, Tenant shall make such payments in accordance with subparagraph 17.2(e).

17.4 Discharge of Liens. Tenant is not authorized to contract for or on behalf of Landlord for work on or the furnishing of materials to the Premises or any other part of the Building (except in event of default by Landlord, but even in such event not in the name of Landlord). Tenant shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Landlord, any mechanic's, laborer's or similar lien filed against the Premises or the Building for work or materials claimed to have been furnished at the instance of Tenant. If Tenant shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Tenant shall pay as additional rental on demand from time to time any sum or sums so paid by Landlord and all costs and expenses incurred by Landlord, including, but not limited to, reasonable attorneys' fees at any level in processing such discharge or in defending any such action. As is permitted by Florida Statutes, Section 713.10, notice is hereby given that Landlord shall not be liable for any

work performed or to be performed at the Premises for Tenant or any subtenant, or any material furnished or to be furnished at the Premises for Tenant or any subtenant, or any materials furnished or to be furnished at the Premises for Tenant or any subtenant, upon credit, and that no construction or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises.

ARTICLE 18 OPTION TO EXTEND

18.1 Exercise of Option. Provided Tenant is not in Default under this Lease Agreement, Tenant, through its County Manager or his designee, is hereby granted two (2) successive five (5) year options to extend the term of this Lease Agreement pursuant to the following terms and conditions:

(a) The periods of extension for the extension options shall be five (5) years each, commencing on the day after the Expiration Date and ending on the fifth (5th) anniversary of the then current Expiration Date (such options being hereinafter referred to as the “**Extension Options**” and the periods hereinafter referred to as the “**Extension Periods**”).

(b) In order to be effective, Tenant must exercise the Extension Option by written notice to Landlord given at least twelve (12) months before the then current Expiration Date, but in no event earlier than twenty four (24) months prior to the applicable Expiration Date. The parties hereto can mutually waive this provision, each in their sole discretion if they so choose, but Landlord’s waiver must be in writing.

(c) The Extension Options shall be applicable to the entire Premises, as it may have been expanded from time to time pursuant to the terms of the Lease.

(d) The terms and conditions of the Lease, as it may have been amended from time to time, shall remain in full force and effect during the Extension Periods, except that Annual Base Rental shall increase either (i) by **one percent (1%)** over the Annual Base Rental paid the previous Lease Year, or (ii) to the Prevailing Market Terms and Conditions as defined in Subsection 19.1(f) below; whichever is greater, provided, however, Tenant shall have no other options to extend the Term.

(e) After the Landlord has received the written request of Extension of Term and after the Annual Base Rental has been established, at Landlord’s request, Tenant agrees to enter into an amendment to the Lease to document the exercise of an Extension Option at least thirty (30) days prior to the commencement date of an Extension Period; provided, however, failure to enter into such amendment by Tenant shall not affect, limit or abrogate the obligations of Tenant or Landlord under this Section.

(f) “**Prevailing Market Terms and Conditions**” shall mean the then prevailing market rate for Rent, Operating Expense escalation, allowances for Tenant improvements and design and other economic terms as are negotiated for leases comparable to this Lease for “second generation” space comparable to the Premises in the **central business district of Miami, Florida**, and for a term equivalent to the Extension Period. The Prevailing Market Rate shall be determined between Landlord and Tenant by mutual agreement between the sixth (6th) and the

fifth (5th) month prior to the first day of each of the Extension Periods for the Extension Period. However, if Landlord and Tenant cannot so agree, the Prevailing Market Rate shall be established in the manner specified in subsection (g) below in this Paragraph. In no event shall the Annual Base Rental rate be less than one percent (1%) over the Annual Base Rental for a previous Lease Year or for purposes of calculating the Tenant's share of Operating Expenses, shall the Operating Expenses be less than Nine and 29/100 Dollars (\$9.29) per square foot of Rentable Area.

(g) If Landlord and Tenant have not reached an agreement as to the Prevailing Market Terms and Conditions by said date set forth in Subsection 18.1(f), Landlord shall advise Tenant, in writing, of its determination of the Prevailing Market Terms and Conditions as of the beginning of the Extension Period. Within ten (10) days after receipt of Landlord's determination of the Prevailing Market Terms and Conditions, Tenant shall advise Landlord, in writing, whether or not Tenant accepts or rejects the Prevailing Market Terms and Conditions specified by Landlord. Failure to accept or reject the Prevailing Market Terms and Conditions specified by Landlord shall be deemed acceptance by Tenant. If Tenant rejects the Prevailing Market Terms and Conditions determined by Landlord, Tenant shall specify in such notice its selection of a real estate appraiser, who shall act on Tenant's behalf in determining the Prevailing Market Terms and Conditions. Within ten (10) days after Landlord's receipt of Tenant's selection of a real estate appraiser, Landlord, by written notice to Tenant, shall designate an MAI certified real estate appraiser, who shall act on Landlord's behalf in the determination of the Prevailing Market Terms and Conditions. Within ten (10) days of the selection of Landlord's appraiser, the two appraisers shall render a joint written determination of the Prevailing Market Terms and Conditions. If the two appraisers are unable to agree upon a joint written determination within said ten (10) day period, each appraiser shall render his or her own written determination and the two appraisers shall select a third appraiser within such ten (10) day period. Within ten (10) days after the appointment of the third appraiser, the third appraiser shall select one of the determinations of the two appraisers originally selected, without modification or qualification. All appraisers selected in accordance with this subsection shall have at least five (5) years prior experience in the metropolitan Miami commercial leasing market and shall be members of the Florida association of realtors, the American Institute of Real Estate Appraisers, or similar professional organization. If either Landlord or Tenant fails or refuses to select an appraiser, the other appraiser shall alone determine the Prevailing Market Terms and Conditions. Landlord and Tenant agree that they shall be bound by the determination of Prevailing Market Terms and Conditions pursuant to this subsection for the Extension Period. Landlord shall bear the fees and expenses of its appraiser; Tenant shall bear the fees and expenses of its appraiser; and Landlord and Tenant shall share equally the fees and expenses of the third appraiser, if any.

18.2 Restrictions. Notwithstanding anything in this Paragraph to the contrary, Tenant shall have no right to exercise an Extension Option under this Paragraph, nor shall Landlord have any obligation to enter into a lease for the Extension Period with Tenant, at any time during which either (a) Tenant is in Default or a Default exists with respect to Tenant under the Lease, or (b) the Lease is not in full force and effect.

ARTICLE 19 RENT ADJUSTMENT

The Adjustable Annual Base Rental Rate (as defined in Section 3.1(b) herein) shall increase **two percent (2%) per year** over the previous Lease Year's Adjustable Annual Base Rental Rate beginning with the first day of the month following the twelfth (12th) complete month after the month in which the Commencement Date occurred, such twelve-month period being referred to as a "**Lease Year**," through the last day of the tenth (10th) Lease Year. The Adjustable Annual Base Rental Rate shall increase **one percent (1%) per year** over the previous Lease Year's Adjustable Annual Base Rental Rate beginning on the first day of the Eleventh (11th) Lease Year through the twenty-fifth (25th) Lease Year, and, during the Extension Options described in Article 19, Base Rent shall increase, pursuant to said Article 18. Landlord shall notify Tenant of the adjusted monthly rent, in writing, at least thirty (30) days prior to the respective Lease Year anniversary date.

ARTICLE 20 HEATING, VENTILATION, AIR-CONDITIONING AND OTHER SERVICES

20.1 Services. Provided Tenant is not then in Default under this Lease, Landlord agrees to use reasonable efforts to provide to Tenant, as Landlord and Tenant deem reasonably necessary, the following services:

(a) General cleaning and janitorial service required as a result of normal, prudent use all of the Premises and only on Mondays through Fridays, inclusive, with New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and such other holidays which are observed regionally or nationally as Landlord may designate from time to time (herein collectively called the "**Holidays**") excepted (such services being described on Exhibit I attached hereto);

(b) Heating and air-conditioning service (i.e., the Premises will be heated or air conditioned) daily on Mondays through Fridays, inclusive, with Holidays excepted, from 8:00 A.M. to 6:00 P.M. and on Saturdays, if not a Holiday, from 8:00 A.M. to 1:00 P.M. Should Tenant desire either heating or air-conditioning at such reasonable times when such services are not furnished by Landlord under the terms of this Lease, Landlord shall furnish such services as requested by Tenant upon not less than twenty-four (24) hours notice from Tenant, at Tenant's expense. Tenant shall pay the cost of all electric current needed to provide these additional services at a rate not to exceed that which would be charged by the applicable Florida power company, or its successor, if the Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electric power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation and maintenance of such

metering facilities. Payments for such additional services shall be deemed additional rental due from Tenant;

(c) Elevator service daily on Mondays through Fridays, inclusive, with Holidays excepted, from 8:00 A.M. to 6:00 P.M. and on Saturdays, if not a Holiday, from 8:00 A.M. to 1:00 P.M. At least two elevators shall be operative at all other hours;

20.2 Non-Building Standard Items. Tenant shall not, without Landlord's prior written consent in each instance, connect any items such as non-Building standard Tenant lighting, vending equipment (except for use by Tenant's employees, printing or duplicating machines, computers (other than desktop word processors and personal computers), auxiliary air conditioners and other computer-related equipment to the Building's electrical system, or make any alteration or addition to the system. Tenant may request Landlord to provide such supplemental power or circuits to the Premises, which request Landlord may grant or withhold in its reasonable discretion. If Landlord furnishes such power or circuits, Tenant shall pay Landlord, on demand, the cost of the design, installation and maintenance of the facilities required to provide such additional or special electric power or circuits, and the cost of all electric current so provided at a rate not to exceed that which would be charged by the applicable Florida power company, or its successor, if Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electric power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation and maintenance of such metering facilities. In no event shall Tenant have access to any electrical closets in the Building, it being agreed that any electrical engineering design or contract work (over and above such work to be done as part of the Base Improvements) shall be performed at Tenant's expense by Landlord or an electrical engineer and/or electrical contractor designated by Landlord. All invoices respecting the design, installation and maintenance of the facilities requested by Tenant shall be paid within thirty (30) days of Tenant's receipt thereof. Landlord's charge to Tenant for the cost of electric current so provided shall be paid within thirty (30) days of receipt of invoice by Tenant.

ARTICLE 21 HVAC MAINTENANCE

Without limiting the obligations of Landlord as set forth in ARTICLE 4 of this Lease Agreement, Landlord shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, subject to Tenant's reasonable approval prior to Landlord's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE 22 MAINTENANCE AND JANITORIAL SERVICES

Landlord shall perform or cause to be performed in the Premises, during the term of this Lease Agreement the maintenance and janitorial services pursuant to Section 20.1(a) above and Exhibit I hereto.

ARTICLE 23 PARKING AND GARAGE

Tenant shall have the right to use certain parking areas pursuant to this Article 23 at market daily and monthly rental rates. Landlord will make available to Tenant a minimum of three hundred and thirty (330) spaces within the Garage for use by Tenant and its visitors. Any renovations or improvements to be made to the garage will be Substantially Completed prior to or upon Substantial Completion of the Base Improvements.

Tenant acknowledges that Landlord has the right to develop additional properties within the limits of the South Miami Transit Station in accordance with the terms of South Miami Metrorail Lease (the "**Ground Lease**") between Landlord and Miami-Dade County dated December 16, 1999 (as amended) (the "**Adjacent Property**"), subject to the approval of the Board of County Commissioners as and when legally required. Tenant acknowledges that if it purchases the Interest from Landlord, that it will consent to the development of the Adjacent Property. Nothing in this Section shall be deemed to be or act as (a) the consent of the Board of County Commissioners to amend the original authorizing resolution of the South Miami Metrorail Lease, or (b) the consent or approval, if required, of any county agencies, the South Miami Metrorail Lease, applicable building codes, or similar permitting processes, to any future development on the Adjacent Property.

23.3 Landlord shall at its discretion charge monthly, hourly and other rates commensurate with other parking facilities in the central Miami business district.

23.4 Landlord reserves the right at its discretion to alter the Garage design, layout, location, and size, both vertically and horizontally, at its reasonable discretion, including the closing of certain portions of the Garage during construction, as long as Tenant retains use of the number of parking spaces which are paid for by Tenant or its employees, or spaces elsewhere on the Land in reasonable proximity to the Building during reasonable periods of construction.

ARTICLE 24 CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM

24.1 Approval by Tenant. The following conditions precedent must be satisfied prior to the Commencement Date:

- (a) Tenant covenants and agrees that this Lease Agreement shall be authorized and approved by the appropriate authorities of Miami-Dade County and the Federal Transit Administration, which approval shall be evidenced to Landlord with an original execution counterpart of such approval(s), within thirty (30) days of the Effective Date. Failing to provide such approval(s) by said date, Landlord shall have the right to cancel this Lease Agreement by giving written notice to Tenant not later than ninety (90) days after the expiration of said thirty (30) day period. If the notice is not given, Landlord shall be deemed to have extended its right to cancel by an additional ninety (90) day period. In the event Tenant Approval (as defined below) is not made by the expiration of said ninety (90) day period, Landlord shall again be deemed to have extended its right to cancel by an

additional ninety (90) day period. Said automatic extension shall not exceed in the aggregate eighteen (18) months after the Effective Date. In the event Landlord chooses to terminate this Lease, then all parties shall be released without further liability to the other. Said approval means that this Lease Agreement and all schedules and exhibits hereto must be approved by the Miami/Dade County Board of Commissioners and by the Mayor of Miami/Dade County (collectively, **"Tenant Approval"**). Until said date (**"Tenant Approval Date"**), Landlord is not required to expend any sums toward Tenant's construction.

24.2 Title. Landlord holds a leasehold interest in the land described on Exhibit "A", underlying the Building, pursuant to the Ground Lease between Landlord and Miami-Dade County dated December 16, 1999 (as amended). This Lease Agreement is subject and subordinate to the Ground Lease. Tenant shall obtain any and all consents required pursuant to the terms of the Ground Lease for the execution and performance of this Lease by the parties and such consents shall be treated in the same manner as the Tenant Approval described above.

24.3 Non-Disturbance Agreement. Landlord shall have obtained Non-Disturbance Agreements as provided in ARTICLE 27, if applicable.

ARTICLE 25 CONSTRUCTION OF TENANT WORK

Upon Substantial Completion of the Base Improvements, Tenant shall be responsible to build out the interior of its Premises and install its trade fixtures, furniture, fixtures, equipment and other property (the **"Tenant Work"**), within **three hundred sixty-five (365) days** of the Substantial Completion of the Base Improvements as described in Article 18.

ARTICLE 26 INABILITY TO PERFORM

This Lease and the obligations of Tenant to pay Rent and all other charges hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill or is delayed in making any repair required to be made by Landlord, if Landlord is prevented or delayed from so doing by reason of acts of God, strikes, labor disturbances, picketing, student or racial demonstrations, shortages of materials or supplies, mechanical breakdown, governmental restrictions or preemption, war, national emergency or any other cause or event beyond Landlord's control.

ARTICLE 27 SUBORDINATION AND NON-DISTURBANCE

The Lease Agreement and all rights of Tenant hereunder shall be subordinate and subject to the Ground Lease and any and all mortgages or deeds of trust or other debt instrument encumbering the fee simple ownership and any ground lease ownership of the Property and/or the Building, or which at any time thereafter affect the Property and/or the Building (a **"Mortgage"**), and to all renewals, extensions, modifications, or replacements thereof. As of the Effective Date, except for the existing financing in favor of Pointe Bank, the Landlord has not

mortgaged the Ground Lease, and agrees that it will not mortgage its interest under the Ground Lease except in compliance with this Article. With respect to any Mortgage entered into by Landlord subsequent to the date of this Lease Agreement, such subordination shall not be effective until Landlord has entered into a subordination, non-disturbance and attornment agreement among Landlord, Tenant, and the holder of said Mortgage which includes the agreement that the holder of such Mortgage shall agree that the Lease Agreement shall not be divested by foreclosure, other default proceedings, or other succession in interest by or under any Mortgage, or obligation secured thereby, so long as Tenant complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement. Said agreement shall further provide that Tenant shall attorn to the rights of such lender in the event the same succeeds to the interest of Landlord hereunder (said agreement being referred to herein as a **"Subordination Non-Disturbance and Attornment Agreement"** or an **"SNDA"**), which will be prepared and executed substantially in the form of said holder's standard form.

Tenant's subordination as provided herein shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver the SNDA. To the extent not so provided by applicable law, in the event of the enforcement by such mortgagee of the remedies provided for by law or by the Mortgage, if such mortgagee or any successors or assigns of such mortgagee shall, at its or their sole option, succeed to the interest of Landlord under this Lease whether through possessory or foreclosure action or a deed in lieu of foreclosure and this Lease shall not be terminated or affected by such foreclosure or any such proceedings, Tenant shall attorn to and recognize such mortgagee (or its successors or assigns) as its landlord upon the terms, covenants, conditions and agreements contained in this Lease to the same extent and in the same manner as if this Lease was a direct lease between such mortgagee (or its successors or assigns) and Tenant.

ARTICLE 28 SET-ASIDE FUNDS

Landlord acknowledges that, at the time the construction of the Base Improvements will commence, Landlord will have sufficient funds through available cash or construction financing to complete the Base Improvements and Fit-Up Allowance, and, if requested by the Tenant, will provide written evidence thereof, and agrees to so use said funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on Landlord's part to be performed in order to place Tenant in the exclusive possession of the Premises.

ARTICLE 29 FORCE MAJEURE

Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, acts of war or terrorism, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

ARTICLE 30 LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by Landlord if, except as otherwise provided in this Lease Agreement, Landlord fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, Tenant may at any time thereafter, as Tenant's sole and exclusive remedy, either bring an action for damages or injunctive relief in such event Tenant is irreparably harmed for which there is no adequate remedy at law.

ARTICLE 31 RESPONSIBILITY FOR DAMAGE TO PREMISES

If Tenant shall fail to commence to perform any of its maintenance and repair obligations after five (5) days' written notice from Landlord (unless more time is necessary to do so under the circumstances), then Landlord shall have the right to make such repairs or replacements and any reasonable cost so incurred by Landlord shall be paid by Tenant, in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement.

ARTICLE 32 WAIVER

If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE 33 DEFAULT OF TENANT

33.1 Non-Compliance by Tenant. If Tenant shall fail to pay any monthly installment or item of Rent or other amount due on the date when the same becomes due throughout this Lease or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, the parties shall adhere to the following provisions of this Article concerning the rights and remedies of Landlord. All rights and remedies of Landlord under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law, all of which may be pursued independently, collectively or in any combination of remedies.

(a) Default. The occurrence of any of the following shall constitute an event of default ("**Default**") by Tenant hereunder:

(1) The Base Rental, additional rental or any other sum of money payable under this Lease (which are all deemed to be the rent or Rent contemplated under this Lease) is not paid when due, and such failure of payment shall continue for more than five (5) business days subsequent to the date of receipt by Tenant of written notice of non-payment from Landlord. No right to receive notice or cure period in favor of Tenant shall affect Tenant's obligation to pay late fees or interest under Section 33.2 for having failed to make timely payment of a monetary obligation;

(2) The Premises are, without Landlord's prior written consent, vacated or not used as regularly or consistently as would normally be expected for similar premises put to general office use, unless Tenant continues to pay the stipulated monthly amount;

(3) The Premises shall be deserted or abandoned;

(4) Tenant's interest in the Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof;

(5) Tenant breaches or fails to comply with any of the Rules and Regulations in Exhibit "F" hereto, as the same may hereafter be amended from time to time, provided such changes uniformly affect all tenants in the Building, and such breach or failure shall continue for more than twenty (20) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord;

(6) Tenant breaches or fails to comply with any other term, provision, condition or covenant of this Lease, and such breach or failure shall continue for more than thirty (30) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord if the matter in question is not reasonably susceptible of cure by Tenant within the thirty-day period, then Tenant shall have such additional time as may reasonably be necessary, but not more than one hundred and eighty (180) days, within which to effect curative action provided that Tenant institutes the curative action within the 30-day period and prosecutes the same diligently to completion, or

(7) Tenant or any of its successors or assigns shall become insolvent, bankrupt or make an assignment for the benefit of creditors or there shall be filed by or against Tenant a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's property.

(b) Remedies. Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it at law or in equity or by this Lease:

(1) Landlord, with or without terminating this Lease, may immediately or at any time thereafter reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Lease or of the Rules and Regulations now in effect or hereafter adopted, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable costs and expenses incurred by Landlord in such performance, correction or repairing, including, but not limited to, accrued interest as provided in the next sentence. All sums so expended to cure Default shall accrue interest from the date of demand until date of payment at a rate of interest (the "**Default Rate**") which is the lower of (x) a per annum rate equal to the Prime Rate plus two percent (2%), or (y) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law.

(2) Landlord, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of or with consent of Tenant within five (5) business days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. Any other demand, reentry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord unless specifically set forth as such in writing to Tenant.

(3) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all Rent and all other charges due under this Lease up to and including the date of beginning of payment of Rent by any subsequent Tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the Rent and other charges collected from any such subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such Rent collected over the Rent reserved herein.

(4) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of the following items regarding such termination, unamortized sums expended by Landlord for construction of Tenant Improvements, all arrearages in rentals, costs, charges, additional rentals and reimbursements, and the cost (including, without limitation, court costs and attorneys' fees at any level) of recovering possession of the Premises and the costs of any alteration, improvement, or repair to return the Premises to its Base Improvement condition.

(5) Landlord may immediately or at any time thereafter terminate Tenant's right to possession under this Lease, and Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. If Landlord so elects, in its sole and absolute election, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including, without limitation, payment of all Rent and other charges until the date this Lease would have expired had such termination not occurred.

(c) In the event Landlord institutes eviction proceedings, Landlord shall have the option to do and perform any one or more of the foregoing in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. Specifically, without limiting the foregoing, in the event Landlord institutes dispossesses or evicts Tenant and/or re-enters and takes possession of the Premises, Tenant shall remain liable for all Rent (including, without limitation, Base Rental, Rental Adjustment and additional rental) and all other charges under the Lease for the remainder of the Lease Term.

(d) If Landlord re-enters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry or termination by Landlord.

(e) No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under this Section 34.1 or under any other provisions of this Lease shall operate as a waiver of any rights of Landlord hereunder or under any other provisions of this Lease, nor shall any waiver of a Default on one occasion operate as a waiver of any subsequent Default or of any other Default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

(f) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

33.2 Late Payments. In addition to, and without limiting, any other rights and remedies available to Landlord at law, in equity or in this Lease, Tenant shall pay, in the event Base Rental,

additional rental or other charge to be paid by Tenant hereunder are not paid when due, in which event Landlord shall bill Tenant monthly for, until paid, (A) interest on the amount past due at a rate which is the lower of (x) a per annum rate equal to the Prime Rate plus two percent (2%), or (y) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law, from due date until paid, and (B) a late fee equal to the amount that will be charged Landlord by any holder of a Mortgage if a monthly payment on the Mortgage is late, which late fee Tenant acknowledges is an agreed reimbursement to Landlord for the administrative expense incurred by Mortgagee as a result of Tenant's late payment and not a penalty. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first, to late fees, second, to accrued but unpaid interest, and third, to past due amounts, in inverse order of their due date.

33.3 Attorneys' Fees for Collection. If any Base Rental, additional rental or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney-at-law pursuant to a judicial, arbitration, or mediation proceeding, Tenant agrees to pay Landlord's reasonable attorneys' fees, and expenses at all levels.

ARTICLE 34 LANDLORD'S RIGHT TO REPAIR

Landlord shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Premises upon prior written or telephonic notice to Tenant, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election and request of Tenant, an employee of Tenant shall accompany Landlord, except in the event of an emergency. Landlord shall use reasonable efforts to minimize any interference to Tenant's usage of the Premises during the exercise of any rights granted to Landlord herein. In the event that, because of the intentional act or gross negligence of Landlord, its employees, agents, invitees or contractors (or due to Landlord's non-payment for services provided), Landlord shall fail to provide, or cause to be provided, to substantially all of the Premises, air conditioning, plumbing (unless Landlord shall provide other facilities in the Building), elevator service or electricity for more than a continuous 24-hour period (except if the provider of electricity fails to provide electricity to the Building, or as a result of force majeure), the rent shall equitably abate based on any substantial portion of the premises affected until the situation is corrected.

ARTICLE 35 ESTOPPEL CERTIFICATES

Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

(a) certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

(b) stating the dates, if any, to which Tenant hereunder has paid the rent and sums to the date of the certificate;

(c) stating whether or not to the knowledge of Landlord or Tenant, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same);

(d) stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein; and

(e) stating such other customary provisions as may be reasonably required by the other party.

ARTICLE 36 AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by Landlord prior to execution by the then-current County Manager (or if the County Manager is no longer vested with the responsibility and authority then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder), which Tenant warrants and represents is or shall be authorized to sign amendments on behalf of the Board of County Commissioners.

ARTICLE 37 ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of Landlord pursuant to this Lease Agreement, Landlord shall at all times comply with the following requirements:

(a) **INDOOR AIR QUALITY.** Landlord shall maintain the Heating, Ventilating, and Air Conditioning System (HVAC) sufficient to maintain comfortable temperature of 72°F and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "**HVAC System Preventive Maintenance For Leased Space**" and applicable to the Premises.

(b) **WATER QUALITY.** Landlord shall, prior to occupancy by Tenant and following any buildout, changes, or repairs by Landlord involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. The drinking water test shall be paid for by Landlord and the original test results shall be furnished to Tenant. Unless the EPA standard for lead in drinking water of 15 PPB is exceeded due to the Landlord's construction, changes and repairs, Landlord shall not be required to take any remedial action.

(c) **NOTICE OF PEST MANAGEMENT OPERATIONS.** The use of pesticide sprays or dusts in the Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and Tenant observation. Such spot sprays or dusts shall be only after or before normal working hours to allow for ventilation before Tenant employees re-enter Tenant premises. Tenant encourages Landlord to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. Landlord

shall give Tenant twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. Landlord shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

(d) NOTICE OF RENOVATION OPERATIONS. Landlord shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by Tenant. Landlord and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE 38 HOLDOVER

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration of the term and if Landlord and Tenant have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including, without limitation, the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis. If Tenant remains in possession after the expiration of the Lease Term without Landlord's express written consent, Tenant shall be obligated to pay holdover rent equal to one hundred twenty five percent (125%) of the monthly rental in effect immediately prior to expiration of the Lease Term.

Acceptance by Landlord of Rent after such termination shall not constitute a renewal of this Lease or a consent to such occupancy nor shall it waive Landlord's right of re-entry or any other rights contained herein. Tenant shall pay Landlord for all damages, direct and consequential sustained by Landlord as a result of Tenant remaining in possession of the Premises after the expiration of the Lease Term. After the termination of this Lease, Tenant shall also indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease.

ARTICLE 39 WRITTEN AGREEMENT

This Lease Agreement and the schedules and exhibits attached hereto contain the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners acting through the County Manager (or if the County Manager is no longer vested with the responsibility and authority, then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder) who Tenant warrants and represents is authorized to act on behalf of Tenant, subject to change pursuant to Article 36.

ARTICLE 40 OPTION TO PURCHASE

40.1 Option to Purchase. Provided this Lease is in full force and effect and Tenant is not in Default hereunder, Tenant shall have the Option to Purchase Landlord's interest in the Building, and the Landlord's rights under the Ground Lease with respect to the Land on which the Building is located (but not any other property covered by the Ground Lease) (collectively, the **"Interest"**) for a period of ten (10) years following the Commencement Date, in accordance with the following terms and conditions:

(a) Tenant shall have the personal, exclusive right and option (the **"Option"**) to purchase the Interest, which Option is not available to any successors, assigns, sublessees or other parties. Tenant must purchase the entire Interest pursuant to this Option.

(b) The term of the Option (the **"Option Term"**) shall begin on the Commencement Date and shall remain open for a period of ten (10) years following the Commencement Date; provided, however, that upon the termination or expiration of the Lease, the Option Term shall expire by the terms of the Lease.

(1) Tenant shall exercise the Option, if at all, by giving written notice (the **"Option Notice"**) to Landlord no later than ninety (90) days prior to the expiration of the Option Term, thereby exercising the Option. If Tenant gives Landlord the Option Notice on or before said ninetieth (90th) day and, provided that Tenant is not unreasonably delayed by the Landlord, closes the transfer and sale of the Option by the expiration of the Option Term all of the terms and conditions herein set forth shall be deemed by Landlord and Tenant to constitute and be a binding and enforceable purchase and sale agreement on the terms and conditions set forth herein. If Tenant does not give Landlord the Option Notice on or before the expiration of the Option Term, or fails to close by the expiration of the Option Term, this Option shall automatically terminate without further documentation required. In the event of such termination of the Option, and notwithstanding any provision herein to the contrary, neither party shall have any further rights or obligations with respect to the Option.

(c) **The purchase price ("Purchase Price") for the Interest shall be calculated as follows:**

(1) First, calculate the annualized rent payable under this Lease for any Rentable Area of the Building (which Rentable Area shall be calculated as of the Commencement Date as defined in this Lease and including, without limitation, any rentable space which has been subleased or assigned by the Tenant hereunder), annualized for a twelve (12) month period (the **"12-Month Period"**) using the Monthly Base Rental and all other Rent in effect at the time of exercise of the Option (the **"Rent Determination Date"**) for the Lease, (the **"Annualized Building Rent"**);

(2) Second, calculate the annualized rent payable for not more than 4,000 square feet of retail and/or office rentable area located in the ground floor of the Building (**"Retail Rentable Area"**) by multiplying the 4,000 square feet by the Monthly Base Rental and

other Rent in effect at the time of exercise of the Option under this Lease, annualized for a twelve (12) month period (the **"Annualized Retail Rent"**)

(3) Third, subtract from Annualized Building Rent the (i) Operating Expenses for the Building (including Real Estate Taxes) and (ii) similar Operating Expenses for the Retail Rentable Area in the Building for the 12-Month Period ending on the Rent Determination Date (the actual expenses other than interest or debt service incurred during the 12-Month Period) (the result of adding (1) and (2) above and subtracting (3) being herein referred to as the **"Building NOI"**);

(4) Fourth, subtract from the Building NOI the following:

(i) one hundred and twenty-five thousand dollars (\$125,000) which is the Minimum Rent payable under the Ground Lease for the 12-Month Period; and

(ii) the Participation Rent payable under the Ground Lease for the 12-Month Period, calculated as per the Ground Lease generated with respect to the Building

(iii) three hundred thousand dollars (\$300,000.00) representing the annual payment of interest due to the County for its equity participation.

The preceding calculation equals the Net Operating Income (the **"Net Operating Income"**).

(5) Fifth, the Net Operating Income shall be divided by a capitalization rate of (i) eight and fifty one-hundredths percent (8.50%) if the date of exercise of the Option occurs during the first four years of the Option Term, and (ii) nine percent (9%) if the date of exercise of the Option occurs during the final six years of the Option Term (the **"Capitalized Amount"**);

(6) Sixth, from the Purchase Price, subtract any unused amount of the Fit-Up Allowance specified in Article 17.3(a) herein.

(7) Seventh, from the purchase price subtract any amount of the commission referenced in Section 41.2, below, not paid to the County (GSA).

(d) Each party must be responsible for its own closing costs including, without limitation, attorney's fees at every level. Tenant shall pay all documentary stamps, transfer taxes, surtax and similar taxes relating to the transaction.

(e) Landlord and Tenant shall agree on the Purchase Price within forty five (45) days of the Option Notice and the Closing must occur within forty five (45) days of the agreement reached with respect to the Purchase Price, not to exceed the last day of the Option Period. At the Closing, Tenant shall pay the Purchase Price to Landlord by wire transfer. If no exact time or place is mutually agreed upon between the parties, the Closing shall take place at 12:00 p.m. in the offices of Landlord on the eighty-ninth (89th) day following the date of the Offer Notice.

Landlord shall notify Tenant at least ninety (90) days prior to executing any permanent mortgage on its Interest, outlining the details of the mortgage terms as it relates to any mortgage

prepayment fee. Tenant will then have said thirty (30) days to exercise its Option to Purchase by giving its Offer Notice, and the parties shall have the remaining sixty (60) days to reach agreement as to the Purchase Price and close as set forth in 41.1(e) above. In the event Tenant fails to exercise or elects affirmatively not to exercise its Option to Purchase, Landlord may then close its mortgage financing.

(f) In the event Tenant exercises its Option to Purchase and the existing mortgage financing on the Property contains a prepayment fee provision, Tenant agrees to pay the prepayment fee. Notwithstanding the foregoing, the Landlord and Tenant agree that the Tenant shall not be responsible for the amounts of a prepayment fee in excess of the lesser of two million eight hundred and ten thousand two hundred and sixty two and 72/100 dollars (\$2,810,262.72) or :

(i) **fifteen percent (15%)** of the principal balance on any first mortgage loan secured by Landlord's interest in the Building during the first year of the loan;

(ii) **twelve percent (12%)** of the principal balance on any first mortgage loan secured by Landlord's interest in the Building during the second year of the loan;..

(iii) **nine percent (9%)** of the principal balance on any first mortgage loan secured by Landlord's interest in the Building during the third year of the loan;

(iv) **six percent (6%)** of the principal balance on any first mortgage loan secured by Landlord's interest in the Building during the fourth year of the loan;

(v) **three percent (3%)** of the principal balance on any first mortgage loan secured by Landlord's interest in the Building during the fifth through the tenth years of the loan;

(g) Tenant acknowledges that the Property shall be encumbered at Closing by certain space leases and a reciprocal easement agreement in favor of the Landlord under the Ground Lease for the entire Parcel as defined in the Ground Lease for purposes of utilities, fire lane access, pedestrian egress to the South Miami Metrorail Station, and similar customary easements. At Closing, Tenant shall agree, in writing, to assume and perform the obligations under the Ground Lease, which are applicable to the Property.

(h) In the event Tenant exercises its Option to Purchase, Tenant shall, prior to Closing, obtain the bifurcation of the Ground Lease so that there is a separate lease for the Building (for which Landlord shall have no liability) and the balance of the property covered by the Ground Lease, which separate lease shall provide for payment of rent in the amount of one hundred and twenty-five thousand dollars (\$125,000) of the Minimum Rent payable under the Ground Lease. Tenant shall indemnify and hold Landlord harmless from all loss, cost and damage (including, without limitation, reasonable attorneys' fees at any level and court costs) suffered or incurred by Landlord as a result of the bifurcation of the Ground Lease or a breach of Tenant's obligations thereunder.

(i) The Landlord and Tenant understand and agree that in connection with the purchase of the Interest any and all of Landlord's interest in and to the Premises

shall vest in the Tenant such that Tenant's interest in the Premises will be the same as it was at the beginning of the Term of this Lease Agreement, and Landlord shall, upon demand, at Landlord's expense, execute and deliver a Quit Claim Deed in favor of Tenant, quit claiming and releasing all Landlord's right, title and interest in and to the Premises, the Building and Ground Lease, including Landlord's interest as tenant under the Ground Lease. Landlord will be responsible for and shall cure any title matters caused or created by Landlord, or any subtenant, or Landlord and/or Landlord's agents, employees, contractors, licensees, invitees, etc. In the event that there are any exceptions to title which have been caused or created by Landlord, or said parties, employees, agents, etc., Landlord shall, at its sole cost and expense, cause the same to be removed, and Landlord shall indemnify, defend, and hold Tenant harmless from and against all losses, damages and liabilities which arise out of or in connection with any such exceptions to title the whole subject to the provisions of paragraph (h) above.

- (j) AS IS. Except as stated otherwise in this Lease (including but not limited to the Landlord's obligations in Article 17, Construction and Improvements), the Tenant understands and agrees that in connection with the purchase of the Interest, the Landlord shall make no representations or warranties as to the quality or condition of the Interest, and Tenant acknowledges that Tenant has fully examined said property prior to the date hereof, and that Tenant is not relying upon any representations or inducements that may have been made by the Landlord or Landlord's representatives or agents with respect to the quality or condition of the Interest. Without limiting the foregoing, Tenant understands and agrees that the Interest, including Landlord's interest in the Building will be sold to the Tenant in "AS IS" condition at the time of the Closing including but not limited to the following: (v) taxes for the year of Closing and subsequent years, (w) conditions, restrictions, limitations, easements, dedications, agreements, reservations and all other matters of record (except any mortgage executed by the Landlord, which mortgage shall be paid in full by the Landlord at time of Closing, subject to Tenant's obligation to pay any prepayment or similar fee associated with such mortgage), (x) laws, zoning laws, regulations, resolutions and ordinances affecting the Interest, as well as any violations of same, (y) easements or claims of easements not shown by the Public Records, as well as boundary line disputes, overlaps, encroachments, setback violations and any matters which might be disclosed by an accurate survey and inspection of the Premises, and (z) any matters which might be caused or created by the Tenant.

40.3 Right of First Refusal. Provided Tenant has opened for business and commenced paying Rent, and is not then in default hereunder, Landlord hereby grants to Tenant a one-time exclusive right of first refusal to purchase the Building (the "**Offer Improvements**"), on the following terms and conditions. Should Landlord receive an offer to purchase Landlord's interest in the Offer Improvements from a bona-fide, arms-length third party (the "**Offer**"), which Offer is acceptable to Landlord, Landlord shall deliver to Tenant a copy of such Offer (which shall identify the intended offeror but not officers, partners, owners or members of the offeror). Tenant shall have thirty (30) days (the "**Notice Period**") from the date of delivery of such copy of the Offer by Landlord to Tenant to advise Landlord in writing whether or not Tenant is

submitting the Offer to the Board of Commissioners for Miami-Dade County (the "Commissioners") for approval of Tenant's exercise of its right of first refusal of Landlord's interest in the Offer Improvements on the same material and financial terms and conditions as contained in such Offer. Tenant shall immediately thereafter have an additional sixty (60) days (the "Approval Period") to obtain the approval of the Commissioners for Tenant to exercise the right of first refusal of Landlord's interest in the Offer Improvements on the same material and financial terms and conditions contained in such Offer. Should Tenant notify Landlord that Tenant intends to purchase Landlord's interest in said Offer Improvements within the Notice Period, Tenant must do so on the same terms and conditions and close within forty-five (45) days immediately following the end of the Approval Period. Should Tenant either decline to purchase Landlord's interest in the Offer Improvements or fail to respond within the Notice Period, Landlord may sell Landlord's interest in the Offer Improvements to the offeror on the terms and conditions contained in the Offer. This provision shall not apply to a transfer between Landlord and any member of Landlord or any person, corporation or partnership which has an ownership interest in Landlord, or is controlled by, under control of, or affiliated with, Landlord. Notwithstanding the foregoing, Tenant's right of first refusal shall expire on the earlier of (i) Tenant's failure to exercise a right of first refusal; or (ii) at the end of the tenth (10th) Lease year of the Lease; or (iii) termination of this Lease.

ARTICLE 41 MISCELLANEOUS PROVISIONS

41.1 COUNTY EQUITY PARTICIPATION:

Notwithstanding anything to the contrary in this Lease, the Exhibits or in any rules and regulations with respect to the Premises, the Landlord and Tenant agree as follows:

Upon the closing of the loan required to finance the construction of the Building, County shall wire transfer to the financial institution designated as lender for the funds financing the Landlord's work, the sum of \$5,000,000 as an equity participation ("Equity") by County for that portion of the Landlord's work relating to the construction of the Building. The County's Equity contribution to this project is limited to \$5,000,000. Expenses exceed the projected cost of \$24,081,000 are the responsibility of the Landlord except where specifically provided elsewhere in this agreement.

If the Property is sold at any time to any party other than the County, then the Equity of \$5,000,000 shall be paid to the County at closing.

If the property is sold to the County as per its Option to Purchase, then the County's Equity contribution will be considered to have been repaid as the calculation of the Purchase Price does not include the Equity participation.

41.2 Broker. Tenant represents and warrants to Landlord that no broker, agent, commission salesperson or other person other than Miami-Dade County, General Services Administration (GSA) has represented Tenant in the negotiations for and procurement of this Lease and of the Premises. The Landlord and the County (through GSA) have agreed that the Landlord shall pay a fee to the County in the amount of \$492,670.85 payable when the Landlord receives the first proceeds from its construction loan. All checks for these fees shall be made by certified check payable to the Miami-Dade Board of County Commissioners. Tenant agrees, as additional rent, to indemnify and hold Landlord harmless from all loss, cost and damage (including, without limitation, reasonable attorneys' fees at any level and court costs) suffered or incurred by Landlord as a result of a breach by Tenant of the representation and warranty contained in the immediately preceding sentence.

41.3 No Partnership. Nothing contained in this Lease shall be deemed or construed to create any other relationship between the parties hereto other than that of Landlord and Tenant.

41.4 No Reinstatement. No receipt of monies by Landlord from Tenant, after any re-entry or after the cancellation or termination of this Lease in any lawful manner, shall reinstate the Lease; and after the service of notice to terminate this Lease, or after the commencement of any action, proceeding or other remedy, Landlord may demand, receive and collect any monies due, and apply them on account of Tenant's obligations under this Lease but without in any respect affecting such notice, action, proceeding or remedy, except that if a money judgment is being sought in any such action or proceeding, the amount of such judgment shall be reduced by such payment.

41.5 Limitation of Landlord's Liability. If in this Lease it is provided that Landlord's consent or approval as to any matter will not be unreasonably withheld, and it is established by a court or body having final jurisdiction thereover that Landlord has been unreasonable, Tenant waives any and all rights to an award of punitive damages, costs and attorneys' fees from Landlord for any claim or cause of action whatsoever, but expressly does not waive any entitlement to recover compensatory damages.

41.6 Parol Evidence. Tenant expressly acknowledges that neither Landlord nor Landlord's agents has made or is making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease.

41.7 Apportionments and Prorations. Any apportionments or prorations of Rent to be made under this Lease shall be computed on the basis of the actual number of days in the month which is being prorated or apportioned.

41.8 Tenant Indemnification of Landlord. If the Premises are not surrendered upon the termination of this Lease, Tenant hereby agrees to indemnify Landlord against liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay.

41.9 No Offset. Landlord shall not be required to provide or pay for any services or do any act or thing with respect to the Premises or the appurtenances thereto, except as may be specifically provided herein, and the Rent shall be paid to Landlord without any claim on the part of Tenant for diminution, setoff or abatement, and nothing shall suspend, abate or reduce any Rent to be paid hereunder, except as otherwise specifically provided in this Lease.

41.10 Tenant's Security. The Tenant shall be responsible for providing any and all security required in connection with the operation of Tenant's operations at the Premises.

41.11 Arm's-Length Negotiation. All of the parties to this Lease have participated fully in the negotiation and preparation hereof; and, accordingly, this Lease shall not be more strictly construed against any one of the parties hereto.

41.12 Title. Tenant shall keep the Premises at all times free of any right, title or interest which may be acquired by adverse possession or prescription. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against all losses, damages, and liabilities which arise out of or in connection with any claim of adverse possession or easement by prescription which claim relates to any period during the term of this Lease or any renewals or extensions thereof.

41.13 Tenant Estoppel Certificate. Upon request of any mortgagee or ground lessor of record, Tenant shall give prompt written notice in the manner provided in this Lease of any default of Landlord hereunder, and Tenant shall allow such mortgagee or ground lessor a reasonable length of time (in any event, not less than forty-five (45) days from the date of such notice) in which to cure any such default and Tenant shall accept such cure. Any such notice shall be sent to the Mortgage Loan or Real Estate Department of any such mortgagee or ground lessor at its home office address or at such other address as such mortgagee or ground lessor may designate.

41.14 Severability. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the lack of such clause or provision is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord shall have the right to terminate this Lease on written notice to Tenant.

41.15 Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

41.16 Successors and Assigns. The words "**Landlord**" and "**Tenant**" as used herein shall include the respective contracting party, whether singular or plural, and whether an individual, masculine or feminine, or a corporation, general partnership, joint venture, limited partnership or trust. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs and assigns, subject, however, in the case of Tenant, to the provisions of Article 15 hereof. It is understood and agreed that the term "**Landlord**", as used in this Lease, means only the owner(s), or the lessee(s), from time to time of the Building so that in the event of any sale or sales of the Building, or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter to the extent of such sale or lease. Should the Building

be severed as to ownership by sale and/or lease, then, unless the Tenant is otherwise notified to the contrary in writing, either the owner of the entire Building or the lessee of the entire Building, as the case may be, which has the right to lease space in the Building to tenants shall be deemed the "**Landlord**". Tenant shall be bound to any successor Landlord for all the terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the request of any successor Landlord. Landlord and Tenant are not partners or joint venturers in any manner whatsoever.

41.17 Florida Law. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease.

41.18 Time is of the Essence. Time is of the essence of this Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively.

41.19 Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts.

41.20 Mutual Warranty of Authority. Landlord acknowledges to Tenant that Landlord is a validly existing limited partnership under the laws of the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the party executing this Lease on its behalf is duly authorized to do so. Tenant acknowledges to Landlord that Tenant is a validly existing legal entity political subdivision under the laws of the state of Florida and that it is duly qualified to do business in the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the persons, executing this Lease on its behalf are duly authorized to do so.

41.21 No Recordation of Lease. This Lease is not in recordable form, and Tenant agrees not to record or permit the recording of this Lease, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of lease to be recorded on one occasion at or near the Effective Date of the Lease. In the event Tenant fails or refuses to remove from record the memorandum prior to expiration or termination of the Lease, then Tenant hereby grants Landlord a power of attorney to release the memorandum of lease from the public records upon the expiration or termination of this Lease. All reasonable attorneys' fees and costs incurred by Landlord to release the memorandum shall be reimbursed by Tenant upon demand.

41.22 Hazardous Substances. Except for cleaning solvents which are used and stored in compliance with all applicable laws, ordinances, rules and regulations, Tenant hereby covenants that: (a) Tenant will not cause or permit the generation, storage, transportation, disposal, release or discharge of hazardous materials, hazardous waste, hazardous substances, solid waste or pollution upon, in, over or under the Premises and that it will not to the extent practicable, cause or permit such materials or pollution to migrate to the Premises from neighboring property; and (b) Tenant will promptly comply with the requirements of Chapter 403, Florida Statutes, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §

9601 et seq. ("CERCLA") and any other federal, state and local laws and regulations regarding environmental matters or hazardous substances as the same may each be amended from time to time (including all federal, state and local laws and regulations regarding underground storage tanks), and all such laws and regulations relating to asbestos and asbestos-containing materials, PCB's, radon gas, urea formaldehyde foam insulation, and will notify Landlord promptly in the event of any release or discharge or a threatened release or discharge of hazardous materials, hazardous wastes, hazardous substances, solid waste or pollution upon, in, over or under the Premises as those terms are defined in Chapter 403, Florida Statutes and any federal, state or local ordinances, laws or regulations regarding environmental matters or hazardous substances, or the presence of asbestos or asbestos-containing materials, PCB's, radon gas or urea formaldehyde foam insulation at the Premises, or of the receipt by Tenant of any notice from any governmental agency or authority or from any other person or entity with respect to any alleged such release or presence promptly upon discovery of such release, or promptly upon receipt of such notice, and will promptly send Landlord copies of all results of any tests regarding same on the Premises.

Tenant hereby agrees to indemnify Landlord and hold Landlord harmless and shall defend Landlord with counsel selected by Landlord from and against any and all losses, liabilities, including, without limitation, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at all levels, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including, but not limited to, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at any level, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including but not limited to strict liability, substances or standards of conduct concerning any Hazardous Substance), provided, however, that the foregoing indemnity is limited to matters arising solely from the violation by Tenant or its invitees, employees, contractors, licensees or agents, of the covenant contained in subsection (a) above.

For purposes of this Lease, "**Hazardous Substances**" shall mean and include, without limitation, those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any others, the existence of which is regulated, prohibited or harmful to people, property or the environment.

Landlord shall have the right but not the obligation, and without limitation of Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems

necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit or other action against Tenant or Landlord or both. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights, which costs and expenses result from Tenant's violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by Tenant upon demand.

This Section 41.22 shall survive termination or expiration of this Lease.

41.23 Legal Disclosures. In accordance with Florida law, the following disclosures are hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

EFFICIENCY RATING: Tenant may have the Property's energy efficiency rating determined. Tenant acknowledges that it has received from Landlord a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

41.24 Names. Should the Tenant lease more than 50% of the rentable area of the Building, Landlord may, with the reasonable approval of the Tenant, name the Building. If the Tenant subsequently leases less than 50% of the rentable space in the building, upon written notice to Tenant, Landlord reserves the right to change the name of the Building. Tenant shall not, without the prior written consent of Landlord, use any name given to the development or the Building, or use any associated service mark or logo of the development or the Building for any purpose other than Tenant's business address.

41.25 Eminent Domain. If all or any substantial part of the Building or of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Lease Term.

If part of the Building or Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, and this Lease is not terminated as provided in subsection (a) above, this Lease shall not terminate but the Base Rental and Rental Adjustment payable hereunder during the unexpired portion of this Lease and Tenant's Percentage Share shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake

to restore the Building and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under the circumstances, and all parties shall be relieved except for accrued rent and other obligations which specifically survive termination or cancellation hereunder.

Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant; provided, however, that Tenant may, to the extent provided by law, separately claim against and receive from the condemning authority, if legally payable, compensation for Tenant's removal, relocation costs, loss of business, business interruption and loss of trade fixtures, or other equipment paid for by Tenant, but only if and to the extent no such claim or award therefor will reduce or affect Landlord's awards.

Notwithstanding anything to the contrary contained in this Section 41.12, if during the Lease Term the use or occupancy of any part of the Building or Premises shall be taken or appropriated temporarily for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all rental payable hereunder by Tenant during the Lease Term. In the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the loss of use or occupancy of the Premises during the Lease Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration and compensation for the loss of use or occupancy of the Premises after the end of the term of this Lease.

41.26 Reports of Defects. Tenant shall report to Landlord immediately in writing any damage to or defective condition in or about the Building or Premises known to Tenant.

41.27 Change of Locks. Tenant shall not change the locks on any entrance to the Premises or install additional locks without Landlord's prior written consent, which consent shall be in Landlord's reasonable discretion as long as Tenant provides keys to all new changed locks.

41.28 Building and Garage Security. Landlord shall provide the level of general exterior security for the Building and Garage which is currently being provided for the Garage, but shall have no further obligation with respect to security, including security for the interior of the Building. Any additional security may be provided by Tenant.

41.30 Status of Ground Lease. This Lease Agreement is conditional on the Landlord not being in default of the Ground Lease either at the date of execution of this Lease Agreement by the County or at the Commencement Date of this Lease Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Signed, Sealed and Delivered in the Presence
of the following witnesses:

LANDLORD:

HOMETOWN STATION, LTD., a Florida
limited partnership

Print Name: _____

By: Permanentia, Inc., a Florida
corporation, General Partner

Print Name: _____

By: _____
Raul Masvidal, President

Date Signed by Landlord: _____

STATE OF FLORIDA
MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Raul Masvidal, as President of Permanentia, Inc., a Florida corporation, as General Partner of Hometown Station, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 2002.

By: _____
Notary Public
Print Name: _____
My Commission Expires: _____

Signed, Sealed and Delivered in the Presence
of the following witnesses:

TENANT:

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida by
its Board of County Commissioners

Print Name: _____

Print Name: _____

By: _____
_____, County Manager

Date signed by Tenant: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

**STATE OF FLORIDA
MIAMI-DADE COUNTY**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____, as _____ of _____, on behalf of the _____, He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2002.

By: _____
Notary Public
Print Name: _____
My Commission Expires: _____

ATTACHMENTS

SCHEDULE 1

Lease Summary

EXHIBITS

Exhibit A:	Floor Plans
Exhibit B:	The Building
Exhibit C:	The Land
Exhibit D:	Tenant Acceptance Agreement
Exhibit E:	Rules and Regulations
Exhibit F:	HVAC Preventative Maintenance for Lease Space
Exhibit G:	Building Standard Improvements
Exhibit H:	Base Improvements
Exhibit I:	Cleaning Specifications
Exhibit J:	"Fit-Up Allowance" Area Diagram

SCHEDULE 1

**HOMETOWN STATION
OFFICE BUILDING LEASE
MIAMI, FLORIDA
LEASE SUMMARY**

Landlord:	HOMETOWN STATION, LTD, a Florida limited partnership
Tenant:	MIAMI-DADE COUNTY, a political subdivision of the State of Florida
Area of the Premises: [Section 1.4]	Tenant's Premises shall be comprised of 156,934 square feet of Rentable Area (subject to confirmation per Section 1.4(b) of the Lease) and 144,347 square feet of Usable Area (subject to confirmation per Section 1.4(b) of the Lease)
Area of the Building: [Sections 1.1(b), 1.4(b)]	The Building shall be comprised of 170,234 gross built square feet; 160,934 square feet of Rentable Area (subject to confirmation per Section 1.4(b) of the Lease), and 148,347 square feet of Usable Area (subject to confirmation per Section 1.4(b) of the Lease).
Tenant's Percentage Share: [Section 3.5]	100% (subject to confirmation per Section 3.5 of the Lease). This percentage does not include the 4,000 square feet of restaurant on the ground floor. (Retail Rentable Area)
Retail Rentable Area in Building: [Sections 24.1, 41.1(c)(2)]	Up to 4,000 leasable square feet of Retail Rentable Area
Lease Term: [Section 1.2]	Twenty-Five (25) Years

Extension Periods: [Sections 19]	Two (2) Five (5) Year extension options.
Annual Base Rental Rate: [Section 3.1(a)]	\$24.11 per square foot of Rentable Area, for the first year of the Lease, subject to adjustment pursuant to Section 3.2 of the Lease.
Adjustable Annual Base Rental Rate: [Section 3.1(b)]	Of the Annual Base Rental Rate, \$14.82 per square foot of Rentable Area is deemed the "Adjustable Annual Base Rental Rate."
Initial Operating Expense: [Section 3.1(c)]	Of the Annual Base Rental Rate, \$9.29 per square foot of Rentable Area is deemed to be the Initial Operating Expense.
Fit-Up Allowance: [Section 18.3, Exhibit J]	\$9.00 per square foot for approximately 144,347 square feet in the cross-hatched areas on Exhibit "J" attached hereto, subject to the Rentable Area Adjustment under Section 1.4(c) of the Lease. For purposes of calculating the Fit-Up Allowance, only the areas of the Building so cross-hatched on Exhibit "J" shall be used in making the Fit-Up Allowance calculations.

EXHIBIT A
FLOOR PLANS
[Attached]

A handwritten signature or set of initials, possibly 'JR', in dark ink.

EXHIBIT B
THE BUILDING
[Attached]

EXHIBIT C

THE LAND

[Attached]

Exhibit C-2

EXHIBIT D
TENANT ACCEPTANCE AGREEMENT
HOMETOWN STATION

This Agreement, dated as of _____, 2003, made between HOMETOWN STATION, LTD., a Florida limited partnership (hereinafter referred to as "Landlord"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Tenant");

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____, 200_ (the "Lease") for space (the "Premises") in the building known as Hometown Station, _____ Miami, Florida _____; and

WHEREAS, Landlord and Tenant agreed to execute this Agreement to confirm the actual Commencement and Expiration Dates of the Lease Term, and for other purposes;

NOW, THEREFORE, pursuant to the provisions of Article 2 of the Lease, Landlord and Tenant mutually agree as follows:

1. The Commencement Date of the Lease Term is _____. The Expiration Date of the Lease Term is _____.

2. Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that all the work to be performed by Landlord in the Premises as required by the terms of the Lease except as set forth in Paragraph 3 below, if any, has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Landlord.

3. Landlord and Tenant acknowledge pursuant to Section 18.2(d) of the Lease that the items described on Schedule 1 attached hereto remain to be completed or corrected, which items Landlord agrees to accomplish within a reasonable time subsequent to the Commencement Date (if no such items, so state).

[SIGNATURE APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the date and year first above stated.

Signed, Sealed and Delivered in the
Presence of:

LANDLORD:

HOMETOWN STATION, LTD., a Florida limited
partnership

Print Name: _____

By: Permanentia, Inc., as Managing General
Partner

Print Name: _____

By: _____
Raul Masvidal, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Raul Masvidal, as President of Permanentia, Inc., Inc., as Managing General Partner of Hometown Station, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2003.

By: _____
Notary Public

Print Name: _____

My Commission Expires: _____

Witness

Witness

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____, as _____ of _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and Sate last aforesaid this ____ day of _____, 2003.

By: _____
Notary Public

Print Name: _____
My Commission Expires: _____

TENANT:

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida by
its Board of County Commissioners

By: _____
_____, County Manager

Date signed by Tenant: _____

EXHIBIT E
RULES AND REGULATIONS
OVERTOWN STATION
LEASE AGREEMENT

1. The sidewalks, and public portions of the Building and the Property, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls and the streets, alleys or ways surrounding or in the vicinity of the Building shall not be obstructed, even temporarily, or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or windows or other glass surfaces (including without limitation glass storefronts). Signs on entrance door or doors shall conform to building standard signs, samples of which are on display in Landlord's rental office. Signs on doors shall, at Tenant's expense, be inscribed, painted or affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

4. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

7. Tenant shall not in any way deface any part of the Premises or the Building or the Property. If Tenant desires to use linoleum or other similar floor covering, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive materials, which are not water soluble, are expressly prohibited.

Exhibit E-1

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8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. No space in the Building shall be used for manufacturing, distribution or for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction.

10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing or in any other way. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways. Tenant shall not cause or permit any unseemly or disturbing activity or conduct to be visible through any window, opening, doorway, glass storefront or other glass surface or any other means of visibility that disturbs or interferes with (i) tenants or other occupants of the building or their licensees or invitees or (ii) neighboring buildings or premises or those having business with them, including without limitation, receptions, parties, recreation and other activities of a social nature not directly related to Tenant's use of the Premises.

11. Neither Tenant, nor any of Tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

13. Tenant shall not overload any floor. Tenant shall obtain Landlord's consent before bringing any safes, freight, furniture or bulky articles into the Building and Landlord can specify to Tenant the location for the placement of such articles. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises to be occupied, without Landlord's expressed prior written consent, as an office for a public stenographer or typist, or for the possession, storage, manufacture or sale of liquor, narcotics, dope, tobacco in any form, or as a barber or manicure shop, or as a public employment bureau or agency, or for a

public finance (personal loan) business; provided, however, nothing in this sentence shall be deemed to prohibit Tenant or its employees or business invitees from personal use of tobacco. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on said premises, nor advertise for laborers giving an address at the Building. Tenant shall not keep or utilize any jukebox, billiard or pool table or other recreational device at or in the Premises.

15. Tenant agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing and other maintenance work of the Premises and of the Tenant's furniture, fixtures and equipment. Tenant agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose without Landlord's prior written consent.

16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Sundays, legal holidays and after 2:00 p.m. on Saturdays all persons who do not sign in and out on a register in the lobby of the Building, showing the name of the person, the Premises visited and the time of arrival and departure. All such persons entering or leaving the Building during such times may be expected to be questioned by the Building security personnel as to their business in the Building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including, without limitation, closing doors.

18. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose or for any other activity not appropriate, in Landlord's sole discretion, to an office building of the quality and stature of the Building.

19. The requirements of Tenant will be attended to only upon application at the office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

20. Canvassing, soliciting and peddling in the Building or the Property are prohibited and Tenant shall cooperate to prevent the same.

21. There shall not be used in any space, or in the public halls of any building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in passenger elevators.

22. Tenant, in order to obtain maximum effectiveness of the cooling system, shall lower and/or close the blinds or drapes when sun's rays fall directly on windows of Premises. Tenant shall not remove standard blinds, if any, installed in the Premises.

23. All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord or its agents, in a manner satisfactory to Landlord.

24. Tenant shall not install any vending machines in the Building or Premises without Landlord's consent.

25. All articles and the arrangement style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture and store fixtures, shall be subject to Landlord's approval, and, in any case, shall be maintained in keeping with the character and standards of Overtown Station.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.

27. This is a no-smoking Building, and Tenant shall abide by no-smoking restrictions.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including, but not limited to, Special Stipulations) of the Lease, which text shall control in the instance of conflict.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety, care and cleanliness of the Building, and for the preservation of good order therein. Such other Rules and Regulations shall be effective upon written notification of Tenant.

EXHIBIT F

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
 - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. OUTSIDE AIR INTAKE - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines monthly.
- IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - check quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness - quarterly.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algacide - quarterly.
 - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage - monthly.
 - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
 - A. Inspect belts for damage, tension, and alignment - quarterly.
 - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
 - C. Check phase voltage and impeller - yearly.
- VII. COOLING TOWER as applicable:
 - A. Check water level - minimum monthly - prefer weekly.
 - B. Check oil level in gear reducers - monthly.
 - C. Check for leaks and excessive noise or vibration - monthly.
 - D. Check water quality/chemical treatment - monthly.

VIII. BUILDING EXTERIOR:

- A. Check for water infiltration into walls or above ceilings to prevent mold and mildew -quarterly.

IX. CEILING TILES:

- A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:

- A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT G

BUILDING STANDARD IMPROVEMENTS

**Hometown Station
Miami, Florida**

**Schematic Design Outline Specifications
December 20, 2002
Perkins and Will**

Division 1 – General Requirements

01010 Summary of Works

The project is located on SW 59th Avenue adjacent to the South Miami Metrorail Station in South Miami, Florida. The project will include approximately 166,234 SF of Gross Floor Area in an eight-story building including approximately 4,000 SF of ground floor retail space and approximately 5,500 SF of separate storefront space along 59th Avenue.

The Scope of Works of the Contractor will include the construction of complete Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing and Fire Protection Systems for a fully operational and functioning building, including Building Service Areas such as restrooms, telephone/data rooms, electrical rooms, mechanical rooms, and elevator and equipment rooms, as acceptable by Governing Agencies having jurisdiction on the project.

The Scope of Works will also include complete furred out and painted perimeter walls for an open office with carpeted floor, 9-foot finished acoustical ceiling, electrical, lighting and air conditioning distribution as defined herein.

01027	Applications For Payment
01030	Alternates
01035	Modification Procedures
01040	Coordination
01045	Cutting and Patching
01050	Field Engineering
01200	Project Meetings
01206	Request For Information
01210	Allowances
01250	Contract Modification Procedures
01270	Unit Prices
01280	Schedule of Values

- 01290 Payment Procedures
- 01320 Construction Progress Documentation
- 01330 Submittal Procedures
- 01400 Quality Requirements
- 01421 Reference Standards and Definition
Design will meet all applicable Federal, State and County Codes including American with Disabilities Acts and Florida Building Code.
- 01500 Temporary Facilities and Controls
- 01600 Product Requirements
- 01631 Substitutions
All substitutions must meet design intent and perform in accordance with the documents and be approved in advance by the architect and owner.
- 01740 Warranties
- 01770 Closeout Procedures
Any manuals, training materials, test and balance reports, and warranties shall be maintained by owner and given to tenant in the event that tenant elects to purchase the Building pursuant to the terms of the Lease.
- 01780 "As-Built" Documents

Division 2 – Site Construction

- 02050 Clearing and Removal
- 02070 Selective Demolition
- 02140 Dewatering and Grading
- 02222 Trenching Backfill and Compacting
- 02300 Earthwork
- 02361 Termite Control
- 02513 Asphalt Concrete Pavement
At exterior vehicular areas.
- 02515 Concrete Paving
- 02525 Concrete Curbs and Gutters
Where vehicular area meets pedestrian area and designed per Code.
- 02589 Parking Curb, Lane Marking, and Wheel Stops
Vehicular area and parking stalls.
- 02660 Water Distribution System

To include Potable and Fire Protection, Fire Hydrants, and required meters, each such item as required per Code and requirement to service building. Also to include separate meter for Cooling Tower Makeup.

- 02720 Storm Drainage System
Per Code and requirement to service building, including roof drainage and condensation lines.
- 02732 Sanitary Sewer System
Per Code and requirement to service building.
- 02800 Irrigation System
All landscape area per Code. Automatic System with timer.
- 02850 Fencing and Gates
- 02900 Landscaping
Planting and trees per Code.

Division 3 – Concrete

- 03050 Concrete Testing and Control
- 03100 Concrete Formwork
- 03200 Concrete Reinforcement
- 03300 Cast-in-place Concrete
- 03345 Concrete Finish
- 03410 Structural Precast Concrete
Designed for 100 pound per square foot for typical floor office space, including enclosed offices, computer rooms, lunch rooms and small conference rooms, and 125 pound per square foot for large conference rooms and designated storage areas.

Division 4 – Masonry

- 04100 Mortar
- 04200 Concrete Masonry Unit:
Exterior walls and required mechanical, electrical, plumbing and fire protection equipment rooms.
- 04230 Reinforced Unit Masonry
As required.

Division 5 – Metals

- 05120 Structural Steel
- 05400 Cold Formed Metal Framing
- 05450 Light Gage Metal Framing

- 05500 Metal Fabrication
 Mechanical Equipment Support.
 Steel ladder for elevator pits and/or roof access.

- 05511 Metal Stairs
 N/A

- 05521 Pipe and Tube Railing
 Painted steel to meet Code.

Division 6 – Wood and Plastics

- 06100 Rough Carpentry
- 06116 Exterior Sheathing

- 06200 Finish Carpentry
 No countertops for restrooms, but will include stainless-steel shelf along wall
 hung lavatory, which has a small built-in ledge. Cabinetwork and millwork
 where applicable in drawings, per code.

Division 7 – Thermal and Moisture Protection

- 07141 Cold Fluid Applied Waterproofing
- 07160 Bituminous Damp-proofing

- 07180 Traffic Coatings
 On parking deck over air-conditioned space.

- 07210 Building Insulation
 To meet Florida Energy Code with R 19 roof insulation. Soundproofing for
 mechanical and electrical rooms.

- 07241 Exterior Insulation and Finish System
 For exterior moldings and trims.

- 07270 Fire-stopping

As required by code.

- 07552 Modified Bituminous Membrane Roofing.
At least a twenty (20) year warranty on roof.
- 07620 Sheet Metal Flashing and Trim
- 07720 Roof Accessories
- 07920 Joint Sealants

Division 8 – Doors and Windows

- 08110 Steel Doors and Frames:
1-3/4" thick painted steel door in hollow metal door frame for exit doors to meet Code. Shop prime and paint interior and exterior frames. One Hour fire rated.
- 08210 Wood Doors
1-3/4" thick Painted solid core wood doors in hollow metal frame for interior where required by Code to meet fire rating. 3/4 Hour fire rated. Kick plates included on doors located at lounges, restrooms, and service vestibules.
- 08311 Access Doors and Frames
Shop galvanized.
- 08335 Overhead Coiling Doors
At loading bays. Electric Motor operated.
- 08410 Aluminum Entrance and Storefronts
Electrostatic painted aluminum ground floor retail storefront and office entrance lobby, factory finished
- 08520 Aluminum Windows
Electrostatic painted (size to be determined) for typical office building, factory finished. Fixed and impact resistant per code.
- 08710 Finish Hardware
Code compliance with chrome finish. Includes locksets with master keying system
- 08800 Glazing:
Tinted glazing for typical office building window opening and clear glass (per Code) at ground floor retail space.
- 08814 Mirrored Glass
Full width mirrors over bathroom countertops.

Division 9 – Finishes

- 09220 Portland Cement Plaster
5/8" thick on building exterior walls.
- 09260 Gypsum Board Assemblies
Furred out gypsum wall board on metal studs on perimeter and core walls in Usable Areas where required by the County. Otherwise as per Code.
- 09310 Tile:
Office Lobby and Elevator Cabs: porcelain tile floor.
Restrooms: ceramic tile floor, floor base, and glazed ceramic tile on wet walls.
Ceramic tile floors to have epoxy grout. Wall tiles at least 5 feet high
- 09512 Acoustical Ceiling Tile Ceilings:
Nine (9) foot finished ceiling with 2' X 2' square tegular edge standard fissure tile with 9/16" ceiling suspension system.
- 09630 Marble
White cultured marble thresholds at restroom doors.
- 09650 Resilient Flooring and Wall Base:
12" X 12", 1/8" thick vinyl composite tiles with 4" high, 1/8" thick rubber wall base at utility, storage and accessory spaces where applicable.
4" high, 1/8" thick rubber wall base at carpeted floor areas.
- 09680 Carpet
28 ounces per square yard carpet tile with density of 100 percent nylon and 1/8" minimum pile height.
- 09900 Painting:
Exterior Cement Plaster (Stucco) wall and soffits: one coat of primer and one coat of acrylic latex elastomeric coating, flat finish, or equal, to provide the most maintenance free finish to the building as possible.
Interior Gypsum Wall Board: Two coats of latex, flat finish.
Restrooms Dry Walls: two coats of latex enamel, semi-gloss.

Division 10 – Specialties

- 10155 Toilet Compartments
Ceiling Mounted Plastic Laminate
- 10200 Louvers and Vents
Aluminum.

- 10416 Directories
One (1) at office building lobby.
- 10425 Signs
Traffic, markings and related signage at roadways and garage, painted floor identification at exit stairs, surface mounted mechanical and bathrooms per code; all telephone/data closets, electric rooms and/or closets, storage rooms, and janitor closets, per code.
- 10520 Fire Protection Specialties
Fully sprinklered and extinguisher cabinets per Code.
- 10801 Toilet and Bath Accessories:
Handicap grab bars and mirror for handicap stalls, paper towel dispensers and disposers, liquid soap dispensers, roll paper dispenser, feminine napkin disposers for women restroom water closet stalls, one (1) mop rack for each Janitor Closet.

Division 11 – Equipment

NOT USED

Division 12 – Furnishing

NOT USED

Division 13 – Special Construction

NOT USED

Division 14 – Conveying Equipment

- 14210 Electric Traction Elevators
Three 2,500 pound, 350 feet per minute electric traction elevators for office building.
One 4,500 pound, 150 feet per minute hydraulic elevator for garage building.
Cab Interior: one with front and rear door and protected surfaces in cab for servicing, all others with plastic laminate, wall panels and porcelain tile floor, stainless steel door frames.

Division 15 – Mechanical

15010 General Provisions

The Heating Ventilation and Air Conditioning (HVAC) will as specified in the TRANE – Commercial Self Contained,– IntelliPak Signature Series (PKG-PRC002-EN) brochure dated December 2001, with EVAPCO AT Cooling Towers brochure 5M/9390/DGD/CL. Air distribution within each floor will be accomplished with sheet metal ductwork and approximately 12 VAV boxes and thermostats (or sensors) per floor.

The indoor design temperature will be 72 degrees Fahrenheit, the outdoor design temperature will be 92/79 degrees Fahrenheit. Ventilation flow rates will be in accordance with ASHRAE Standard 62 – 1989 Ventilation for Acceptable Indoor Air Quality. Per Section 403 of the Florida Building Code.

15023 Codes and Standards

Florida Building Code and all its adopted standards; SMACNA.

15044 General Completion

15047 Identification

15060 HVAC Pipe and Pipe Fittings

15080 HVAC Piping Specialties

15100 HVAC Valves

Supports, hangers, misc. equipment, motors, starters, sound and vibration control, per code.

15180 Mechanical System Insulation

15300 Fire Protection Systems

The building will be fitted with a combined automatic sprinkler and standpipe system designed and installed in compliance with National Fire Protection Association NFPA-13, 14. Sprinkler heads serving light hazard and ordinary hazard occupancies will be pendant, quick response type with chrome finish.

15310 Fire Protection Pipe and Fittings:

15380 Fire Pump and Control

Integrated with fire alarm system

15400 Plumbing Fixtures

Number of bathroom fixtures including handicap compliance “wall-hung” water closets, lavatories and faucets, urinals, and drinking fountain per Florida Building Code; one mop sink in Janitor closet.

- 15410 Plumbing Pipe and Pipe Fittings
PVC Sanitary and cast iron Storm Piping inside of building will be hubless pipe with no-hub fittings. Under the building will be schedule 40 plastic pipe and fittings. Domestic water piping will be type "M" copper above ground and type "L" copper below ground. Condensate piping will be PVC inside the building and schedule 40 PVC pipe under the building.
- 15420 Valves
- 15430 Plumbing Piping Specialties
- 15450 Water Supply System
Domestic water will be distributed as necessary throughout the building. A domestic booster pump package will be provided. A separate booster package will be provided for make up water to the cooling towers. Hot water, where necessary, will be generated by means of electric water heaters.
- 15455 Drainage Systems
Roof drains to include cast iron vandal resistant domes.
- 15480 Fuel Oil System
All fuel piping serving the emergency generator fuel tank will be schedule 40 black steel pipe. An approved spill containment device will be provided at the fuel fill hook up location. The fuel tank will be double wall steel, with interstitial monitoring, sufficient large to provide 24 hours of generator operation.
- 15482 Diesel Engine Exhaust Piping
- 15499 Plumbing System Insulation
- 15680 Cooling Tower
The cooling towers provided will be per EVAPCO AT Cooling Towers brochure 5M/9390/DGD/CL.
- 15685 Water Treatment (as per Cooling Tower)
- 15720 Pumping Equipment (as per Cooling Tower)
- 15745 Adjustable Frequency Drive (as per Cooling Tower)
- 15762 Package Water Cooled Heat Pumps (as per Cooling Tower)
- 15820 Fans (as per Cooling Tower)
- 15840 Air Distribution Duct Systems and Accessories
Insulated sheet metal supply ductwork and diffusers, return air plenum and grilles.
- 15904 HVAC Controls
A TRANE direct digital control system will be provided.
- 15907 Testing and Balancing

All HVAC and life safety systems will tested and balanced by an independent, AABC or NEBB certified agency. Copy of final report provided to tenant.

Division 16 – Electrical

- 16010 General Provisions For Electrical Work
House voltage will be 277/480V 3 phdse, tenant(s) voltage will be 120/208V, 3 phase, 4-wire. Power, data and phone shall be made available in the ceiling grid or under floor as required by the County.
- 16110 Raceways and Conduits
All underground raceways to be PVC, inside concrete slab EMT with approved set screw fitting, or PVC, inside partitions EMT or ENT. Designed to accommodate the installation, at tenant's expense, of a cable tray system for distribution of power, data, and telephone over head or under floor as required by the County.
- 16120 Wire and Cable
All wire to be copper, THWN.
- 16130 Outlet Pull and Junction Boxes
- 16140 Wiring Devices
Toggle will be SW 20A, 277V standard grade, receptacles will be 20A, 120 V standard grade to be approved by the County.
- 16425 Switch Boards
As manufactured by Square D or General Electric, 65 KAIC.
- 16430 Meter Centers
- 16440 Disconnect Switches
Heavy duty as manufactured by Siemens, Square D, or General Electric.
- 16450 Grounding
As per National Electric Code (NEC).
- 16450 Dry Type Transformers
As manufactured by Sorgel or Seimens.
- 16470 Panel Boards
As manufactured by Siemens, Square D, or General Electric, 65 KAIC.
- 16475 Over-Current Protective Devices
To fit selected panel board manufacturer.

- 16480 Motor Control Equipment
- 16490 Automatic Transfer Switches
1000A, or as calculated, 277/480V, Lake Shore or approved equal depending on generator specifications.
- 16510 Interior Lighting:
T-8 2' X 4" prismatic lens fluorescent light fixtures with energy efficient lamps at an average of one (1) fixture every sixty (60) square foot of space for open office and restrooms.
Ceiling mounted fluorescent tubes with energy efficient lamps to meet Illumination Engineering Society Standards.
Exit signs to meet Code.
- 16530 Exterior Site Lighting
Exterior parking and walkways shall be designed to have a minimum of 10 foot-candle of illumination and based on Illumination Engineering Society Standards; exterior lighting to include timer system. Can be changed to 5 times average foot candles if approved by County.
- 16620 Standby Power Generator Systems
175-200 KWA to run emergency systems only.
- 16650 Transient Voltage Surge Suppressor
At service entrance mains, fire alarm and elevator controller.
- 16670 Lightning Protection
For building structure.
- 16720 Fire Alarm Systems
As per National Fire Protection Association (NFPA). Zoned, addressable system with local station.
- 16740 Telephone System
Equipment space shall be provided for the main telephone service equipment and telephone / data distribution equipment. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed.
- 16741 Empty Conduit and Conduit Boxes:
Electric, telephone and computer cabling distribution to be from floor based receptacles or floor based to be determined by the County.

INTERIOR BUILD-OUT ON EACH FLOOR:

Design and installation of floor to ceiling enclosures, including but not limited to any associated structural, HVAC, electrical and mechanical requirements for at least ;

2 Offices @ no less than 240 square feet each

2 Conference Rooms @ no less than 360 square feet each

1 Lounge with Kitchen appliances, fittings and utilities @ no less than 100 square feet

1 Computer Room @ 225 square feet designed for computer servers and equipment with auxiliary air conditioning

1 Storage Room at 400 square feet

EXHIBIT H
BASE IMPROVEMENTS
[See Exhibit G]

EXHIBIT I
CLEANING SPECIFICATIONS
HOMETOWN STATION

Nightly-Tenant Spaces:

1. Wastebaskets and trash containers are to be emptied, exterior and interior surfaces wiped clean and returned to original location. Plastic liners will be installed as needed with liners furnished by building Landlord.
2. General Dusting: Hand dusting of the following should be done with a treated cloth or in some cases where a damp cloth is called for: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet and other desk top accouterments. Janitorial staff members are to handle any items on the desktop or work service.
3. Carpets are to be vacuumed in traffic lanes and around desks paying particular attention to knee well areas and oriental rugs. Spot cleaning is to be performed as needed to remove spillages or stains.
4. Walls are to be spot-cleaned as needed around light switches, handrails, door knobs and other heavy traffic areas.
5. Tile floors: All tile floor areas are to be dust mopped with chemically-treated mops or wet-mopped as specified. Spills and stains are to be spot-mopped on a daily basis.
6. Computer rooms will be cleaned as directed by Tenant and Tenant may incur a special service expense.
7. Counter tops to be cleaned nightly providing they are reasonably clear.
8. Sinks are to be wiped clean providing they are reasonably clear.

Nightly-Corridors and Lobbies (including service and garage vestibules):

1. Wastebaskets and trash containers are to be emptied, wiped clean, and returned to original location. Plastic liners will be installed as needed, with liners furnished by Building Landlord. All waste will be collected and removed to a central waste disposal area.
2. Ledges: Dust all ledges and other surfaces prone to dust accumulation.
3. Walls: Wall surfaces around light switches, electric and telephone outlets, door knobs, archway mirrors, and other traffic areas are to be spot-cleaned as needed.

4. Water Fountains: To insure a clean, healthy condition at the water fountain, the dispensing area and bowls are to be washed with a disinfectant solution and dry-shined. The sides of the metal housing will be damp wiped to remove streaks and runs.
5. Entrance Areas: All glass doors and metal trim are to be cleaned and dry-shined on both sides. Any side panels are to be spot-cleaned as needed.
6. Floors: Carpeted floors are to be thoroughly vacuumed and spot-cleaned as required. The areas will be dust-mopped with a specially treated mopping tool and with cleansing agents recommended by manufacturer. Granite floors will be swept, damp-mopped and spray-buffed. Walk-off mats will be utilized as directed by Manager. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby.
7. Janitorial closets will be cleaned nightly and shelves stocked with a minimum supply of towels, tissue, and liners as requested by Landlord.
8. Service elevator floors will be damp mopped nightly. Walls, ceiling and doors to be wiped clean.
9. Granite floors will be swept and mopped nightly. High traffic areas will be spray-buffed or recoated as required to maintain proper appearance.

Nightly - Restrooms:

1. Commodes and Urinals: To be washed and dried inside and out. Seats shall be washed top and bottom. This work will be performed using first a scouring powder and then an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry- shined.
2. Wash Basins: To be washed and dried inside and outside. Bright metal parts are to be dry-shined. Counter tops will be cleaned with manufacturer's recommended cleansing agents and approved by Landlord.
3. Waste Receptacles: To be emptied and interiors wiped out. Sanitary napkin waste disposal containers are to be emptied, sprayed with an approved disinfectant spray and wiped dry. The contents will be emptied into special carry-out containers for removal from the premises. Plastic liners and sanitary napkin disposal containers are to be replaced with material supplies by Landlord.
4. Paper Products: Toilet tissue, toilet seat covers, paper towels, and hand soap will be installed by the cleaner. All of these items will be furnished by Landlord. Contractor will assist the Manager in keeping a close inventory of these items.
5. Mirrors: To be cleaned and dry-shined.
6. Walls: All walls will be spot-cleaned to remove water splashes and runs, soap splashes, fingerprints, and smudges. Cleansers must be approved by Manager.

7. Stall Partitions: Doors and tops of all partitions will be dusted. Partition walls will be cleaned with a detergent disinfectant solution. Doors and tops of all partitions and all partition brackets or other hardware will be dusted and cleaned as required.
8. Floors: Tile floors to be swept and wet-mopped with recommended disinfectant. Stains and adherents on grout to be removed. All cleansers must be approved by Manager.
9. Air Fresheners: In the event dispensers are added, air freshener products will be replaced or added to as needed on a daily basis, with product to be supplied by Building Landlord.

Nightly-Stairwells:

1. Police and/or spot sweep steps, landings and handrails.

Nightly-Exterior Granite:

1. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby and lobby level tenant spaces.

Nightly-Elevators (Tower and Parking Garage):

1. Granite floors: Sweep/dust mop and spot clean to remove spillage and stains. Cleansers should be approved by Manager. Vacuum the saddle to remove debris. Elevator door tracks are to be cleaned and shined nightly.
2. Walls: Wipe clean all walls, handrails and doors with approved cleansers.
3. Elevators: Interior walls and polished mirror finish stainless steel doors should be cleaned in accordance with the manufacturer's recommendations. All cleaning methods must be approved by the Manager. Elevator intercoms should be cleaned nightly.

Nightly-Trash Compactors/Loading Docks:

1. The areas should be swept nightly. The compactor should always be left stopped on the "in" position. Disinfectant should be added to compactor containers as necessary to control undesirable odors.
2. The Loading dock areas should be swept and mopped nightly.

Weekly:

1. Carpets: All carpets throughout the building are to be thoroughly vacuumed in all areas inclusive of corners, edges and behind doors. Operator will exercise care to insure that vacuum does not bump or mar furniture. Care should be exercised not to damage door frames with vacuum cleaner cords.
2. Pictures: Pictures and other wall adornments are to be dusted.
3. Baseboard and Low Vents: Dusted weekly.

4. Vertical Furniture Surfaces: Sides of desks, credenzas and other furniture are to be dusted with a treated cloth.
5. Stairwells: Thoroughly vacuum or sweep all steps and landings. Spot-clean landings and steps to remove stains, shoe polish scuffs, etc. Clean/dust stairwell light fixtures.
6. File cabinets are to be cleaned/dusted.
7. Chairs will be dusted on all horizontal surfaces. Fabric upholstered seats and arms are to be vacuumed. Side chairs will be treated likewise. All chairs should be replaced in their original positions to maintain an overall orderly and neat appearance.
8. Vertical surfaces on typical elevator lobbies are to be dusted/cleaned with a soft dust cloth. Only chemicals or cleansers approved by the Manager will be utilized.
9. All doors/frames shall be clean/dusted utilizing methods as approved by the Manager.
10. Machine-scrub exterior horizontal granite surfaces in motorcourt and adjacent to lobby level. Granite will be thoroughly rinsed.

Monthly:

1. Floors:
 - A. Machine scrub hard surface floors with detergent disinfectant solution and rinse thoroughly. Use cleansers recommended by manufacturers. Tile flooring will be waxed and sealed as necessary.
 - B. Interior granite in main lobby and walkways to be cleaned and polished. The granite will be stripped and sealed per the Manager's requirements. If a monthly frequency is inadequate in the opinion of the Manager, then the frequency shall be increased as necessary.
2. Lavatory walls and stall dividers: Clean and disinfect.
3. High Dusting: Ceiling vents, air duct vents, door closures, door frames and ledges above six feet are to be thoroughly dusted. Clean ceiling around vents. Either treated cloths, soft dust cloths or vacuums may be used for this operation.
4. Upholstered Furniture: To be vacuumed using proper attachments designed for this purpose.
5. Blinds: The horizontal venetian blinds are to be dusted. This includes dusting the window mullions. Blinds should be returned to original position as found. As required, blinds will be cleaned to prevent any accumulation of build-up or dirt.
6. Clean service level concrete floors to remove all stains, marks, and dirt.
7. Clean service level walls and doors to remove all stains, marks, and dirt.

8. Carefully wipe off switch outlet and telephone covers with a soft, dry dust.
9. Restroom porcelain walls and flooring to be machine-cleaned and shined in accordance to manufacturer's specifications.
10. Public corridor carpet should be shampooed as necessary.
11. Elevator ceilings, including service cabs are to be thoroughly cleaned. Procedure to be approved by Manager.
12. Window mullions to be dusted/wiped down as required. If necessary, a detergent cleanser should be utilized.

Quarterly:

1. Paneled walls (if any): To be dusted using specially treated dusting tools.
2. Draperies (if any): To be thoroughly vacuumed on both sides.
3. Interior tenant glass to be cleaned as necessary, but not less than quarterly.
4. Steam or high pressure clean trash compactors, pads and surrounding areas.
5. Steam or high pressure clean the loading dock pad.
6. Dust stairwell walls. Wipe handrails.

Annually:

1. Clean HVAC diffusers, returns, surrounding ceiling tile and grid.
2. Clean light fixtures and lenses.
3. Clean all exit light fixtures.
4. Clean interior building signage.
5. Clean exterior windows of the Building.

ADDITIONAL SERVICES:

Additional services such as upholstery or carpet cleaning may be requested by the Tenant and a price for same shall be provided by the Janitorial Contractor.

EXHIBIT J

“FIT-UP ALLOWANCE” AREA DIAGRAM

[Attached]